

# COMMO CHECK!

Volume 14, Issue 2

Dedicated to the proposition that a career in aviation is not something you do, it's something you survive!

1 May 2014

**The Official Newsletter of the Professional Helicopter Pilots Association,  
OPEIU Local 102**

## President's Corner by Ron Arsenault

The last month has been the allergy month from hell. I'm sure that a whole lot of you have had the same problems. I generally wake up every morning with red eyes, some days worse than other, but they normally clear up as the day goes. This last month was not so. They have been red, itching and sore all month along with the itchy stuffy nose. I'll definitely be glad to see the pollen ease up.

Big news this month is the Bridge agreement for 2-1. At the last General Membership meeting we had several guys from Primary Division that complained loudly about the bridge agreement being back in place. There was even one member that basically accused the E-Board of "being in the Company's back pocket". Their concerns were many and loud from, "I should be able to go to breakfast/lunch while my students check", to "I'll be exposed to 2 additional hours of danger, to we ain't getting anything out of this and the Company is making out big time", to "we don't like the way we found out that it was back in place" (through management channels). As stated before the agreement came about because the Union not the Company was interested in trying to solve some issues that we felt strongly about.

The first was trying to fix the PL issue. Instead of our personnel waiting to the last moment and then calling in on SL we wanted them to be able to count on PL being available. Now there is a misconception out there in the workforce that the Company can have as many or as few IP's as they wish, as long as they get the students flown. That is 100% incorrect. The Company is required to have specified number of IP's available for duty everyday based on the white book numbers. That figure is monitored very closely by the COR. Now it is true that the Company may carry extra IP's if they wish but at their expense. The Army will not pay the Company a penny more for those IPs. So if you have a finite number of IPs and a set number of students to fly then it's pretty easy to figure out that you can't have many IPs out on any one day. That's where this agreement comes in. The IP who has students checking and is not used as a check pilot can then be used as a float on his/her shift and location (ie., Flight line or sims), to help free up some slots for PL. That does not mean that you will be absolutely used, it just means that you may be used. Also since we are doing the majority of the checkrides in all three divisions, this is not going to come around very often.

The second issue was getting MOI sections back to doing their job versus being a float platoon to cover SL and fly student training. That also ties into the PL vs. SL issue. When the employee calls in sick that opens the door



**President  
Ron Arsenault  
PPHA Local 102**

President's Corner (cont.) Unity With A Purpose	2
Unity. . . . (cont.) Unintended Consequences	3
Unintended. . . . (cont.)	4
You Get Paid to Work!	5
April Minutes	6
April Minutes (cont.)	7
April Minutes (cont.)	8
Negotiation Survey	9
Meeting Agenda	10

**President's Corner** *(Continued from page 1)*

for management to use MOI as a float to fly students, to the point of being pulled off of end-of-stage check rides to fly student training. We also have 2 part time employees in each division that can be called in to help with student training.

The third issue is to help the individual IPs get IL. An example of this might be day 2 of check-ride week, 3 IPs are left with students, 2 checking and 1 still training due to 2 maintenance PL's. The Army is checking one set of students while one the IP's gets the other set. Under the current CBA language the IP left with no students could not help make up time on the students that are behind syllabus. Under the bridge agreement that third IP can help make up the time, thus possibly helping that IP that was behind get some IL that might not otherwise get.

The argument that I heard in the meeting is that the Company is getting over because they are making production and we might not get anything. Another argument is that they might have to help someone who is habitually behind syllabus because of poor work habits. Of course I also heard that this was cutting our guys out of overtime. **It should be extremely important to every employee on this contract that URS be able to make production for every class. We should strive to make the training that we provide, be topnotch, professional, and seamless to the Army. We want our employer to be highly successful in the eyes of the Army, because that shows how valuable our services are which leads to additional contracts, and continued employment for our members at excellent wages.**

During the last meeting there was also the threat levied of, if this agreement continues, I/we, or many folks in my Division have said that they may have to quit the Union. All I can say to that is that for the last 13 years I have toiled in the Union trenches, alongside some very good men doing what we thought was best for the Union as a whole. With that in mind you will never please everyone, but we try to do what is best for the majority. I think that anyone that quits the Union over something as small as this is extremely short sighted. Every employee needs to keep the big picture in mind, I have a job that pays well and has good benefits. You don't want to hear what I think about the accusations that this E-Board is in the Company's back pocket. Let's just say that anyone that thinks that way needs to get their facts in line before they open mouth to speak.

Finally, we all know that as I finish this article IAM is walking the picket lines. I have been in touch with their E-Board Officers, offering our assistance in any way that we legally can. So far they have required none. We wish them well in their endeavor.

Fly Safe !!

**Unity With a Purpose** by Dave Oltmans

This past month I had the opportunity to sit in on an academics class, the topic of instruction being holding patterns. As I sat listening to the instructor I found myself wishing that I had had such a clear and thorough presentation of the topic when I was a flight student. Back in 1977-78, instruments was pretty much a self-taught subject using Programmed Texts for the topics and practical exercises. Of course there was an academics instructor on the platform and he was also available for assistance during the programmed text exercises. It was all a waste. The tools were inadequate to appropriately and efficiently teach the subjects. The student was left clueless and behind. I would rather have balanced my checkbook and paid my bills than to try and figure out how I was supposed to choose a holding entry. I remember going to the flight line wondering how I could pass instru-

*(Continued on page 3)*

*(Continued from page 2)*

ments when everything that I was supposed to know came down to correctly guessing what to do. That is not the case today. Our academics instructors are great at what they are doing in the classroom. If there is an inadequacy in the presentation of the syllabus, I can assure you that it exists in the syllabus itself.

Unfortunately, there are uninformed or misinformed IP's on the flight line who not only think that the academics instruction is deficient, but voice that opinion in front of their students. This is unprofessional behavior and demeans our academics instructors. If I as an IP think that the SP who had sat down at my table has remembered everything presented to him in academics, then I will be sorely disappointed. Back in the day, as we say, when the Army handed every IP candidate a copy of the Fundamentals of Flight Instruction, we learned that there are four levels of learning; Rote, Understanding, Application and Correlation. Academics teaches at the lower two levels. It is the IP's responsibility to move the SP to the last two. It is the IP's task to review everything that has been covered before and fill in the holes left open by the SP's lack of memory of the subject. It is not the IP's place to say that the academics instruction is inadequate. He must build on the foundation and that takes effort.

If we are to be successful as flight instructors we must convince our students that the academics instruction has been adequate. We must not be critical of those who present the material since they do not have our advantage of employing the correlative and application tool that we have, namely an aircraft. I remember a discussion with my brother when we were teenagers. I asked him if he knew anything about girls. His answer was, "I think I have the theory down pat, but I have no practical experiences." Except for the subject, that is where the students are when they sit down at your table. Develop the theory and give them the practical experience. Please use the assigned aircraft for that purpose since I am no longer writing about girls.

Remember every one of us has a bull's eye on their suit. The SP's have been given a "gun" by the government in the form of a critique. Any negative comment about the quality of instruction, be it academic or flight, represents "ammunition" for the "gun". Let's not be guilty of shooting ourselves in the foot. Please watch what you say about others in front of your students.

## **The Unintended Consequences of Being "Principled"**

**by Dave Oltmans**

The March General Membership meeting was one of the loudest that I have experienced in many years. I commend those who had the passion to speak up. If you were not in attendance and have the opposing view, why are you staying home? I know that the MOA in some quarters is viewed as the E-Board stepping on the 'third rail' of the SP instructor ratio. To those I say, "Trust us." You have put us in place to think outside of the box. We are gathering data to see if what has "always be done this way" is still a viable way for our union to progress and thrive. Thank you for your input.

There exists a misconception that has to do with the authority of the E-Board. Does it or does it not have the authority to enter into bridge agreements? The answer can be found in the Bylaws, Article IV, (that's 4 if you aren't Roman), Section 2, b: "From time to time the provisions of the CBA may be modified before its expiration date in which case the Executive Board will negotiate any changes. Such modifications are referred to as "bridge agreements", **A bridge agreement will normally be time limited**

*(Continued on page 4)*

(Continued from page 3)

**and will remain in effect only as long as the current CBA is in effect or until it is ratified as a permanent provision to the CBA." Emphasis mine**

Does the current MOA meet this criteria? Yes it does. In fact every previous bridge agreement has passed this test. Some of these agreements have been short lived, but others, like a grievance settlement that helps clarify an article of the CBA, will be incorporated immediately. An example of this can be found in grievance 02-02 "Seniority" under CBA Article IX New Hires (9) 9.8. This grievance settlement ensured that open positions would be properly announced and that seniority rights and qualifications would matter in selection process of filling the open position. This agreement effectively put to rest the 'good ol' boy' selection process for open positions. It follows, therefore, that the Executive Board in the past has used bridge agreements to accomplish the goals for the betterment of the bargaining unit as a whole. I would like to reassure the skeptics that since I have been in a leadership position, bridge agreements have been few and far between. I cannot think of an example of incorporation in the CBA that has not been ratified by the membership.

The next area I will address is the perception that if I don't like it, I will resign from the membership. This is a knee jerk and passionate response that is the equivalent of cutting out one's tongue. The upper level management of any large corporation salivates when it hears of talk like this in the bargaining unit. Their job becomes easier as the disgruntled employees silent their own voices by leaving the union. Where do the bargaining rights that we enjoy come from? The Company? No way! They come because we as a body of members have **forced our will** on the Company to negotiate in good faith for every right guaranteed in the CBA; from pay and working conditions, to annual leave, IL, Health Care, and etc. Every good thing we enjoy on this job is because of our strength as bargaining unit and that strength is measure by union membership. If a member insists on standing on his "principles" by voting with his feet by resigning from the union, he has cast his vote against these valuable guarantees and has become **unprincipled** in so doing.

The union is changed by voting every September when officers are selected. The nomination for officers will begin in June through next two months. If you don't like the way things are being done, in a two short years the whole E-Board can be changed to one more to your liking. In the meantime, continue to support the good things that we have fought hard to secure. Cherish your membership because in it you are guaranteed a voice at the bargaining table and the direction the Union will take in the future. It is the unprincipled man who betrays himself and his fellow employees.

## Unum

### You can obtain a copy of your policy by:

- Visiting our website at **[www.unum.com/employees](http://www.unum.com/employees)** an registering under "first time user," or
- Calling our contact center at 1-800-635-5597, pressing 1, and a specialist will assist you. Your policy will be available once your application is received and processed by Unum.

## FOR ALL YOUR AVIATION AND PILOT SUPPLIES

SEE JOE & MARGARET SMITH AT **V<sup>2</sup>**

PHPA MEMBERS GET A 10% DISCOUNT

LOCATED INSIDE CHARISMA, WEST GATE CENTER, BEHIND RUBY TUESDAY IN ENTERPRISE

334-347-4722

## **YOU GET PAID TO WORK ! No! by Jeff Smith Flight Rep and 27 year member of PHPA**

The purpose of the Union's Executive Board is not to approach every contact with the company strictly from the viewpoint of what they can get for the employee. That attitude seemed to be the prevailing consensus for nearly an hour and a half Thursday night until I tired of hearing the same crap for the 15th time and left.

Let me be clear - the purpose of the Executive Board is to look out for the overall well being of the association at large, not to pry every last concession out of management. Don't any of you read?

Union membership in this country is down big time and the reason is that too many unions had exactly the mentality expressed by a number of very vocal members at the last meeting. Ever hear of Detroit and the UAW for just one of the most recent examples of how NOT to run a union? They don't make very many cars in that slum town anymore (the place I was born) because the UAW didn't know the meaning of fair compensation for a fair days work. They feathered their nest with contracts that ultimately made their employers unable to compete and essentially destroyed the auto industry in "car town".

Thursday night President Arsenault and the rest of the board were condemned as management representatives instead of union representatives simply because they are trying to bring some common sense to negotiations with the Company.

The major flashpoint seems to be the "bridge agreement" that permits the Company to use employees as "floats" when their assigned students are checking. Really? Your' going to trash the union for that? Your suppose to be paid \$400 to sit around and drink coffee if you want to? I'll bet the loudest complainers also bitch about welfare recipients who get paid for doing nothing. Hello?

I was going to list the salary, paid days off, 401K, health care plan and hourly work week that our average employee enjoys, but I didn't want to upset the French who think THEY have it good.

To the complainer who thinks that we can't be replaced - what world do you live in? Unlike a normal corporation that can make decisions based on their own profit desires, our company is scrutinized daily by an 800 lb gorilla called the US Army. In a time of tight budgets do you really think the bean counters don't notice what we cost? While on active duty I have personally been involved in discussions on ways to change flight school that would throw all of us of work - and that was 27 years ago when this contract was a small business set aside. I have seen similar proposals as recently as 4 years ago.

Ron and I don't always agree, but he and the rest of the Board are doing exactly what they should be doing by trying to find ways to optimize the efficiency of this contract and that means compromising with management from time to time. Doing so helps all of us by showing the Army the value of this workforce and the importance of keeping us around.

If you're really upset with how the union is representing you, have a chat with a flight commander (or any manager here) and see how not being covered by a collective bargaining agreement worked out for them the past few years. Better yet, go see what a flight instructor at any other flight school in the country is making for the same work that you do. If that doesn't get your attention, remember you don't have to work here. Do the rest of us a favor and find other employment before you ruin the great deal the rest of us enjoy.

## GENERAL MEMBERSHIP MEETING

APRIL 10, 2014

The meeting was called to order at 6:30 PM by President Ron Arsenault. There were 22 members present. Recording Secretary: The March meeting minutes were read by Jim Guy and the minutes were approved as read. Secretary-Treasurer: Richard White gave the Treasurer's report and the report was approved as read. There are 283 members.

Trustees' Reports:

Primary Division: Barry Martin reported that there are several disgruntled employees due to the resigning of the bridge agreement.

Advanced Division: Lee Murphy had nothing to report.

BWS Division: Rick Boylston had nothing to report.

Trustee at Large: Rod George reported that critiques are still an issue in academics.

Vice-Presidents Report

Dave Oltmans reported that members should begin seeing their medical and dental premium reimbursements on the next paycheck. The deduction began in December but should not have begun until Jan 10th.

Dave also reported that there is a current disciplinary action ongoing in academics due to a bad critique. Step one is complete and step two will be Wednesday. Dave recently visited a class and made some interesting observations. They have installed computer stations in the classrooms which have become a distraction for the students. Dave observed students surfing the internet and texting on their cell phones among other things. The teaching is very good but very few students are paying attention to the class. This is a problem we will bring to the Army's attention.

Dave would also like the flight reps to put the word out that IP's need to refrain from talking about the academic instructors in a negative way in front of the students. Students have heard their IP's saying that the academic instruction is not very good and this has resulted in students increasing their negative comments on the critiques. Remember that the academic instructors are critiqued after every course of instruction that they give. The instruction being given is very good.

Dave reported that we hired Jim Mentzer from primary division to make repairs on the union building. He has done a lot of general work of this kind including electrical work and is doing an excellent job for a very reasonable price.

Old Business

LTD Update: 86 of 247 members have come in and paid their LTD payments. Remind everyone that they have until the end of April to pay.

2-1 IP/Student Ratio: MOA ran out March 15th. After meeting with the company and discussing goals of the language with the E-Board the MOA has been extended until September 30th.

Layoffs: The latest numbers as of 9 April, 2014:

Long Term: Primary 6 out, most are not immediately available for recall, 2 Part Time

(Continued on page 7)

**April Minutes** (Continued from page 6)

Advanced 0 out, 2 Part Time  
BWS 1 out, 1 out on the 10th, 1 out on the 11th, 2 Part Time

Advanced Division will be hiring possibly three pilots soon. The plan is for them to call back the two part time employees first from that division. If they do not accept the positions, they will then offer the positions to anyone on layoff based on "Master" seniority list. If there are no takers, they will offer the positions to the other part timers based on "Master" seniority. This led to a lengthy discussion concerning Layoffs vs Part Timers. Some members feel that the positions should be offered to all employees currently on layoff (regardless of division) before any Part Timer is offered the position. They pointed out that the employees who took the part time option gave up all seniority in the bargaining unit and should not be given priority on any open position as long as we have employees on layoff. We are beginning to see some unanticipated consequences related to the Part Time program. We will have to take a close look at this and decide if it is something that we will need to alter. 2014 Scholarships: Window for submitting packets is closed. Leadership Board: Photos and brass plates are up.

**New Business**

PHPA Hats: The hats are in and are currently being embroidered.

Job Sharing: The Company has done a lot of research on this and right now they are unsure how to make it work. The ACA keeps changing the rules and the only way to make it work is for the employee to carry their own health insurance. For now it is on the back burner until the ACA stabilizes.

SL vs PL: Continued talks with the Company confirm that they would indeed like to see the employees asking for PL so that they have time to respond. The Company understands that if you put in for a PL day that you will not be at work that day whether it is approved or not.

Show Pay: We have talked to the Company about the use of "show pay" vs "standby". We would like to see a better use of assets, this should improve.

Weigh-in: We had two failures in BWS April 1st. Both employees lost one day each before they were back up. We are discussing the issue with our lawyer to decide if we should file a new lawsuit or not. We are also continuing to seek the FOIA information that we paid for.

**From The Floor**

There was a very lengthy discussion concerning our bridge agreement that was resigned last week. Many members thought that once we let the agreement expire last month that the issue was over. It was put out last month that we would wait until we received information from the Company about the program and then the E-Board would discuss whether to allow it to continue for more testing. Some felt that it is unfair to ask an IP to fly with other students after he has finished flying all the time on his own students, even though that is exactly what we do when we are tasked to give checkrides under the same circumstances. It was pointed out that we put ourselves at increased risk when we do this. It was also pointed out that the Company seemed to be retaliating by not allowing IP's to swap shifts anymore until the agreement was resigned. The timing of this "new" rule just happened to coincide with the meeting last week concerning the MOA. The accusation was also made that many members feel that this agreement was done in secret without their consent. E-Board meetings are not "secret" meetings. The By-Laws specifically allow the E-Board to make temporary bridge agreements with the Company when it is needed. Everyone needs to remember that this agreement is only temporary and "may be

(Continued on page 8)

**April Minutes***(Continued from page 7)*

terminated or modified upon written request by either party.” Some members mentioned that they are not completely against the agreement in principle, what they are upset about is that they didn’t find out about it until the Company put out the information on Monday following the special meeting the previous Thursday. The division Trustees were all at the meeting on Thursday. Flight Reps should have been contacted either Thursday night or Friday morning by the Trustees so the information could be put out through the Union instead of the Company. This would not have changed the facts but might have been received better. The flow of information needs to improve in both directions. It was suggested that we do a survey and have members voice whether they agree with the MOA or not and what it is they like or don’t like about it. Please include suggestions on how make it better.

Another topic that received a lot of discussion was the “Part Time” issue. Some members don’t understand why we have any part time employees as long as we have anyone out on layoff. Ron pointed out that the elimination of the part time employees will not open a full time position to be filled. The Company can only carry the number of IP’s dictated by the “white book” numbers. The part time option has been a part of the CBA for some time now but has never been used before now. It was implemented with the best of intentions but we are now seeing some issues concerning “call backs” that were not anticipated. We will continue to look into this issue to come up with a fair solution.

The winning draw in the raffle took home \$69 at this meeting. Last month’s winner received \$52  
Meeting adjourned at 8:23 PM.

## PHPA/OPEIU Local 102 Negotiation Survey 2014

To ensure our negotiation committee is aware of each union member's desires, the following survey is provided. **Please return the completed survey to your Union Flight Representative NLT than COB 30 May 2014.** This is an opportunity to be directly involved in your negotiated compensation package, so please ensure your answers truly represent your desires and are realistic.

1. What is the total pay raise you deserve over the next 3 years (in percent)? \_\_\_\_\_

2. Of the total above (#1), how would you break it down annually (in percent)?

1<sup>st</sup> Year \_\_\_\_\_ 2<sup>nd</sup> Year \_\_\_\_\_ 3<sup>rd</sup> Year \_\_\_\_\_

3. What is the minimum wage increase (in percentage) acceptable to you over the next 3 years? \_\_\_\_\_

4. Prioritize the following list, 1 most important – 6 least important to you.

Wages \_\_\_\_\_ Retirement (401k) \_\_\_\_\_ Medical \_\_\_\_\_

Vacation \_\_\_\_\_ Sick Leave \_\_\_\_\_ Work Rules \_\_\_\_\_

5. The single most important issue for me in the upcoming negotiations is

---

---

6. Are there any other issues you would like the committee to consider?

---

---

Division \_\_\_\_\_ Years employed at the "Company" \_\_\_\_\_ Age \_\_\_\_\_

Married/Single (circle), # of children under 23 \_\_\_\_\_, Expected number of future years  
to work at the "Company" (assume no layoffs) \_\_\_\_\_

Name (optional) \_\_\_\_\_

PHPA, OPEIU LOCAL 102  
POST OFFICE BOX 427  
DALEVILLE, ALABAMA 36322

PHONE: 334-598-4121  
FAX 334-598-1620  
E-MAIL:  
LOCAL102@AUTOROTATE.ORG  
HTTP://WWW.PHPA.NET

Non-Profit Org.

U.S. Postage Paid

Permit No. 12

### **CHECKLIST**

PH[A General Membership Meeting 6:30 PM May 8, 2014

### **MEETING AGENDA**

1. Meeting called to order.
2. Officer Reports.
3. Old Business.
4. New Business.
5. Discussion.

RETURN SERVICE REQUESTED



**For additional comments, please use back of sheet**