



Bristow/Era Employee Integration

Frequently Asked Questions

Below is a list of questions and answers for the Workforce Integration as a result of the NMB Single Carrier Determination for the Bristow/Era Merger.

It has been brought to our attention that the Company has been telling employees at both Era and Bristow the worst-case scenario for each side to try to sway people to vote No. But the reality is no one knows exactly how it will take place until after the Integration Agreement is completed. But one thing is for certain, **seniority integration will happen with or without a union**, and the only way the workforce will have a voice in the matter is by voting **YES**.

Q: Can you explain Employee Workforce Integration?

A: The merging of workgroups in the aviation industry is regulated by Federal Law. The Railway Labor Act, the Allegheny-Mohawk Labor Protective Provisions, and the McCaskill–Bond Amendment. Specifically, the McCaskill–Bond Amendment to the Federal Aviation Act, 49 U.S.C. § 42112 note, provides that a transaction “for the combination of multiple air carriers into a single air carrier” requires the combined business to merge the seniority lists of the two carriers' employees.

Q: Who does the McCaskill-Bond Amendment apply to?

A: The McCaskill-Bond Amendment is not specific to unionized mergers. It also applies to mergers between non-unionized workforces as well. The difference being with a unionized workforce, the employees have a stronger collective voice in the form of their Collective Bargaining Agreement.

Q: How does Federal Law require Employee Workforces to be integrated during a merger?

A: Allegheny-Mohawk LPP Section 3 specifies: “...insofar as the merger affects the seniority rights of the carriers’ employees, provisions shall be made for the integration of seniority lists in a fair and equitable manner, including, where applicable, agreement through collective bargaining between the carriers and representatives of the employees affected. In the event of failure to agree, the dispute may be submitted by either party for adjustment in accordance with section 13.”

Q: What does “Fair and Equitable” mean?

A: In layman’s terms, it means the equal treatment of all employees in the workplace. Once the “Single Carrier Determination” was made by the National Mediation Board, it became the duty of the Company to ensure the applicable language of the Allegheny-Mohawk Labor Protection Provisions, as well as the McCaskill-Bond Amendment, are followed. Many factors go into merging the workforces. But one thing that is specifically prohibited is the placement of employees of one group at bottom of the combined list.

Q: So how would the employee lists be merged?

A: The seniority integration would have to be negotiated between the workgroups, so it is impossible to say, with certainty, how it would work out. There are many different examples of arbitrations on this subject since so many airlines have merged in the last several years.

Many factors go into the equation:

One way would be by strict seniority, which means someone from Legacy ERA with a hire date of 15 June 1990, would be placed between someone on the Legacy Bristow seniority list with hire dates of 14 June 1990 and 16 June 1990. If Bristow follows through with the proposed Voluntary Separation Package, then many senior employees may not be a concern for the more junior employees.

Another way would be starting from one end of each list (either top or bottom), employees would be dovetailed in meaning one from Legacy Bristow then one from Legacy ERA, and so on.

A third way would be based on the equity that each former Legacy Company brought into the merger. The Company with the greater equity could be given a boost on the seniority of those workers. This would then give those employees a set number of years added to their original hire date, for integrating purposes only, which would be used for calculating seniority. For example, let us say ERA brought some percentage more equity into the merger than Bristow. Using this example, each employee from ERA would then get four years added to their original seniority. So, an employee from Legacy ERA hired on 15 June 2010 would then be placed between two employees from Legacy Bristow hired on 14 and 16 June 2006.

As I mentioned earlier, it has been brought to our attention that the Company has been telling employees at both Era and Bristow the worst-case scenario for each side to try to sway people to vote No. But the reality is no one knows exactly how it will take place until after the integration agreement, **which is required by Federal Law**, is completed. At this point, Bristow management has refused to even discuss this issue with your Elected Representatives.

One thing is for certain, **seniority integration will happen with or without a union**, and the only way the workforce will have a voice in the matter is by voting **YES**. In the absence of an integration agreement, and if the vote for representation fails, Bristow would be opening itself up to civil lawsuits from each affected employee.

So basically, it comes down to who do you trust for your future; yourself having a voice in it, or just taking whatever management feels like giving you until they get tired of you?