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October 15, 2025

VIA ELECTRONIC MAIL

John S.F. Gross
Investigator

Andres Yoder
Investigator

Re: **NMB Case No. R-7669**
(NMB File No. CR-7265)
Alaska Airlines/AMFA/IAM
Eligibility Issues – Cleaners and Fuelers

Dear Sirs:

By letter dated September 2, 2025, the NMB invited the parties to submit challenges to the eligibility list submitted by the Carrier on August 13, 2025. As per the NMB Representation Manual:

All challenges or objections must be supported by substantive evidence. Unsupported allegations will not be considered.

NMB Section 8.2.

The IAM's response, dated September 16, 2025, self-consciously concedes that the organization does not assert "*traditional* challenges or objections" but nevertheless asserts that the Carrier's August 2025 seniority list "warrants removal" of twenty-two (22) Alaska employees.

AMFA regrets the IAM's cavalier approach to the right of Alaska employees to participate in any future union representation election. The organization's effort to exclude these employees is supported by nothing more than a declaration of IAM Airline Coordinator James Carlson, who cannot pretend to any knowledge of Alaska operations. Moreover, the only "evidence" that the Carlson declaration presents is a seniority list.

However, The Board has repeatedly found that an employee's absence from a seniority list does not establish that the employee/employer relationship no longer exists. *United Airlines Inc.* 28 NMB 533, 573 (2001) ("absence from a seniority list is not dispositive . . . such lists cannot substitute for the List of Potential Eligible Voters."); *American Airlines* 31 NMB 539, 592 (2004) (a seniority list "without more, is insufficient to establish a ground for exclusion.").

The Board has further held that declarations from union or carrier employees unaccompanied by probative evidence are hearsay and, therefore, insufficient to support a challenge to the eligibility list. *US Airways/America West Airlines*, 33 NMB 321, 334 (2006) (affirming investigator's conclusion that hearsay declarations were inadequate to support the union's challenge); *USAir, Inc.*, 24 NMB 38, 48 (1996) (finding evidence consisting of declarations from carrier employees with no additional evidence was "not sufficient, in light of the carrier's employment records ... to warrant deleting" names from the eligibility list.).

As addressed in the attached declaration of AMFA Local 32 Airline Representative Jeff Heard, granting the IAM's request would, *inter alia*, deprive Alaska Line Aircraft Maintenance Technicians (AMTs) who, though terminated, have pending grievances seeking reinstatement. (Heard Declaration ¶¶ 2-5 and Exhibits A and B). Depriving these AMTs of the right to vote would be in contravention of Section 9.203 of the NMB Representation Manual, which provides that such employees are entitled to vote where "the dismissal is being appealed through an applicable grievance procedure...."

The IAM also seeks to exclude an Alaska AMT who was on a temporary supervisor assignment from May 7, 2025, until September 30, 2025. The total number of days the AMT worked as a temporary supervisor was fewer than ninety (90) days and, therefore, he retained and accrued seniority as an AMT throughout this entire period. (Heard Declaration ¶¶ 6 and Exhibit C). During his brief tenure as a temporary supervisor, he did not have the authority to hire or fire, administer discipline, or commit carrier funds. (Heard Declaration ¶¶ 6). As of October 1, 2025, the AMT had returned to his AMT position. (*Id.*).

The IAM's effort to deprive this AMT of the right to vote must be rejected for two reasons. First, the IAM has submitted no substantive evidence that, during his brief tenure as a temporary supervisor, the AMT ever possessed the indicia of management official status. *Simmons Airlines*, 15 NMB 228, 231 (1988) (temporary supervisor found eligible where: "No substantive evidence has been presented to indicate that she possesses any indicia of a management official or that she is working in another craft or class.").

Second, a member of a craft or class temporarily serving in a supervisor position on the cut-off date has been found eligible to vote in an election when the individual has an expectation of continued employment in the craft or class. *Midway Airlines, Inc.* 15 NMB 26, 35 (1987). The expectation of continued employment in the craft or class gives the employee a "present interest" in the craft or class. *Simmons Airlines*, 15 NMB at 231. As stated above, the AMT in question has already resumed his employment as an AMT within the craft or class of Mechanics and Related Employees.

Because the IAM has failed to provide any substantive evidence in support of its status change requests, these requests should not be considered by the Board. The specific instances referenced above demonstrate that the IAM's approach recklessly threatens the voting rights of Alaska AMTs.

Sincerely,

A handwritten signature in black ink that reads "Lee Seham". The signature is fluid and cursive, with the first name "Lee" and last name "Seham" clearly distinguishable.

Lee Seham

cc:

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GRIEVANCE, SUSPENSION, AND DISCHARGE APPEAL FORM

Aircraft Mechanics Fraternal Association vs. Alaska Airlines

Date:

Station:

Employee Number:

Name of Grievant:

Home Address:

City:

State:

Zip Code:

Phone Number:

Job Title/Classification:

Seniority Date:

Shift:

Hours Worked:

Days Off:

Bid Location:

Work Phone Number:

Manager or Supervisor:

Grievance Occurred at: (place):

at (time):

on (Date):

PARTICULAR ARTICLES AND PARAGRAPHS VIOLATED and any other applicable provisions of the contract:

NATURE OF THE GRIEVANCE:

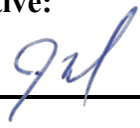
AS A RESOLUTION TO THIS GRIEVANCE:

I HEREBY AUTHORIZE THE Aircraft Mechanics Fraternal Association, with full power of attorney, to represent me in all stages of the Grievance procedure in the presenting and settling of this grievance.

Grievant:

Union Representative:

Signed: _____

Signed: _____ 

Printed Name:

Grievance No:

GRIEVANCE, SUSPENSION, AND DISCHARGE APPEAL FORM

Aircraft Mechanics Fraternal Association vs. Alaska Airlines

Date:

Station:

Employee Number:

Name of Grievant:

Home Address:

City:

State:

Zip Code:

Phone Number:

Job Title/Classification:

Seniority Date:

Shift:

Hours Worked:

Days Off:

Bid Location:

Work Phone Number:

Manager or Supervisor:

Grievance Occurred at: (place):

at (time):

on (Date):

PARTICULAR ARTICLES AND PARAGRAPHS VIOLATED and any other applicable provisions of the contract:

NATURE OF THE GRIEVANCE:

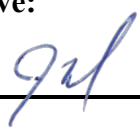
AS A RESOLUTION TO THIS GRIEVANCE:

I HEREBY AUTHORIZE THE Aircraft Mechanics Fraternal Association, with full power of attorney, to represent me in all stages of the Grievance procedure in the presenting and settling of this grievance.

Grievant:

Union Representative:

Signed: _____

Signed: _____ 

Printed Name:

Grievance No:



AGREEMENT

between

ALASKA AIRLINES, INC.

and the

AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

for

Technicians and Related Crafts Employees

October 17, 2023 ending October 17, 2028



1 ARTICLE 9

2 SENIORITY

3 A. Company Seniority of present Employees will include total length of continuous service
4 with the Company or any of its predecessor companies **for the purposes of obtaining**
5 **benefits, bidding vacation, and travel boarding priority regardless of departmental**
6 **transfers. //**

7 B. **Union Category Seniority (“Category Seniority”) will be defined as the length of**
8 **service for which an Employee receives credit in any of the classifications set forth in**
9 **Article 4 and will accrue from the date upon which an Employee enters such**
10 **Category.**

11 1. **Initial Category Seniority for Employees employed in any of the classifications**
12 **set forth in Article 4 at the date when this Agreement is ratified will be calculated**
13 **using the Employee’s Technician and Related seniority.**

14 2. **Category Seniority will govern as provided for in this Agreement.**

15 3. **The Union Categories to be recognized for seniority purposes will be as ranked**
16 **below:**

17 a. **Category 1**

- 18 i. **Lead/OJT Maintenance Controller.**
19 ii. **Maintenance Controller.**
20 iii. **Lead/OJT Inspector.**
21 iv. **Inspector.**
22 v. **Lead/OJT Technician (Aircraft, Machinist, Avionics, Facilities,**
23 **Automotive).**
24 vi. **Technician (Aircraft, Machinist, Avionics, Facilities, Automotive).**

25 b. **Category 2**

- 26 i. **Lead/OJT Fleet Service.**
27 ii. **Fleet Service.**
28 iii. **Technician Helper.**
29 iv. **Lead Janitor.**
30 v. **Janitor.**

31 **//**

32 C.

33 1. New Employees **// will** be regarded as probationary Employees for the first **one**
34 **thousand forty (1,040)** hours worked during their employment. Prior to the

1 completion of // their probationary period, the Company may administer a written
2 and/or practical trade test to help measure the probationary Employee's skills and
3 abilities. The Company // will have the right to unilaterally terminate any Employee
4 during the probationary period.

- 5 2. If retained in the service of the Company after the probationary period, the names of
6 such Employees // will then be placed on the Seniority List in the order of the date of
7 their original hiring. The date of hire will be the Employee's first day of paid service.
8 To decide the position of two (2) or more Employees on the Seniority List, whose
9 hiring date or date of entering a // Category is the same, the following procedure will
10 be used in sequence as outlined below:

- 11 a. Date of entering // Category;
12 b. Hiring date;
13 c. Chronological age.

- 14 3. Any Employee who has had a break in service during their // probationary period and
15 who is re-employed within three hundred sixty-five (365) days from the last day
16 worked prior to their // break in service will be credited with previous Company
17 service in the // Category and their // seniority date will be adjusted by excluding the
18 break in service time. All hours worked by a probationary Employee in a temporary
19 position will count towards completion of the probationary hours.

- 20 D. Seniority lists, showing the // Category and Company Seniority dates of all Employees
21 // are made a part of this Agreement, corrected to December 1, April 1 and August 1 will
22 be posted by January 1, May 1 and September 1 of each year on the M&E website.

- 23 1. The Company will supply the Seniority List to each Airline Representative and the
24 AMFA Administrative Office electronically.
- 25 2. The lists will be arranged and numbered in seniority order by // Category and will
26 show each Employee's name and // Category date, Company Seniority date,
27 current bid location, classification, and will be subject to correction upon protest, if
28 complaint is filed within thirty (30) calendar days after the Local Contract Committee
29 or Local designated Shop Representative and the Company Supervisor have
30 electronically received the seniority list.

- 31 a. Protests // will be filed through the Local Contract Committee and directed to
32 the Airline Representative and the Company Personnel Department.

- 33 b. The Airline Representative and the Company // will meet within ten (10)
34 calendar days of receipt of the protest to resolve the protest and reply to the
35 Local Contract Committee. If no protest is filed within the aforementioned
36 thirty (30) calendar days from the initial time the Employee's name appears
37 on a particular list, such list // will be presumed beyond question to be correct;
38 and no protest, grievance suit, or other means // will thereafter be commenced
39 or entertained to change said date for any Employee unless a subsequent list

- 1 alters their // seniority date.
- 2 E. Employees promoted to positions within the Company not covered by the Agreement will
3 retain and continue to accrue seniority in their current Category(ies) // from which
4 promoted for a period of ninety (90) calendar days from the time of the promotion. //
5 During such time they // will // have the option of returning to their former position
6 under the Agreement.
- 7 1. After completion of the aforementioned ninety (90) calendar day period, they //
8 will cease to accrue, but will retain their former Category Seniority for a period
9 not to exceed two (2) years on a cumulative // basis.
- 10 2. If during the aforementioned two (2) year period, they are laid off as a management
11 employee, they // will be permitted to exercise their retained Category Seniority to
12 bid a vacancy, or to displace the most junior Employee in the highest Category in
13 which they hold seniority at the location from which promoted.
- 14 3. After the two (2) year period set forth in Subparagraph E.1., their // name will be
15 removed from all seniority lists.
- 16 F. Employees who are selected to fill a temporary management position within the Company,
17 not covered by this Agreement, will retain and continue to accrue seniority in their current
18 Category(ies) // from which promoted for a period not to exceed ninety (90) days worked
19 in such position(s) on a cumulative basis per rolling twelve (12) month period. //
- 20 1. During such time, they // will have the option of returning to their // former position
21 under the Agreement without penalty or loss of Category Seniority.
- 22 2. While filling a temporary upgrade to a management position, such Employee is not
23 eligible for overtime under this Agreement.
- 24 3. After completion of the ninety (90) days as outlined in this // Paragraph F., an
25 Employee selected for an additional upgrade to a temporary management position not
26 covered by this Agreement will retain but not accrue Category Seniority. Category Seniority accrual will cease during this additional time spent in management
27 for the remainder of the calendar year.
- 28 4. On a quarterly basis the Company will furnish the Airline Representative(s) with a
29 report of all temporary management days worked in accordance with this //
30 Paragraph F. //
- 31
- 32 G. Employees will lose their seniority status and their names will be removed from the
33 seniority list under the following conditions:
- 34 1. They quit or resign //;
- 35 2. They are discharged for cause;

3. // They are absent from work for // five (5) consecutive work days without properly notifying the Company for the reason of // their absence unless a satisfactory reason is given for not notifying the Company;
 4. // They do not inform the Company in writing // of // their intention to return to service within seven (7) calendar days of receipt of notice offering actual or potential re-employment; or
 5. // They do not return to the service of the Company on or before a date specified in the notice from the Company offering them // re-employment which date // will not be prior to fifteen (15) calendar days after sending such notice. The date or re-employment may be earlier if // agreed upon by the Employee accepting recall and the Company. // This Subparagraph G.5. // will not apply to work offers of less than ninety (90) calendar days.
 6. All notices required to be sent under // Subparagraphs G.(4)-(5). // will be sent by registered mail, return receipt requested, to the Employee at the last address filed by them // with the Company. // Employees will promptly advise the Company of any change of address.
- H.** Any Employee holding seniority in a Category // higher than their // present // Category and failing to bid on a posted job in such higher // Category for which // they have previously qualified, // will lose all seniority in such // Category, except, at no time // will an Employee be compelled to bid on a vacancy at another station. The same // will apply if their // bid is withdrawn prior to the bid award or failure to accept after the award.
1. // These provisions of Paragraph H. may not apply for a period of six (6) months after an Employee has been transferred to their // present station if they // receive an exemption from the local Airline Representative(s). The Airline Representative(s) // will advise the Company in writing of such exemptions prior to the awarding of the bid.
 2. When an Employee successfully bids from a higher Category // to a lower Category //, // they // will lose // their seniority in all // Categories which are rated higher than the one to which // they have successfully bid.
- I.** Employees who have given long and faithful service in the employ of the Company and who have become unable to handle their normal assignments, may request to be given preference for such other available work as they are able to handle.
- J.** Employees successfully bidding // to a higher // Category // will retain and accrue seniority in the Category // from which they advanced //.
- K.** In the event of a vacancy in a Category 1 position // as set forth in Subparagraph B.3.a. // above, those Employees // having the proper qualifications within Category 2 // will be allowed to bid on that job before a non-Employee // is hired into that vacancy. If an Employee who does not already have // Category 1 seniority // fills such a vacancy, they // will begin to accrue Category 1 seniority // and // will retain and continue to accrue

Category 2 seniority. //

L. When it becomes necessary to reduce the number of Employees in any classification //, the Company will reduce the Employees in that classification with the least Category Seniority at the affected station in any given bid location.

1. Prior to a reduction in force (RIF) of five (5) or more Employees, or more than twenty percent (20%) at a station, the Company will meet with the Local Airline Representative(s) to discuss their plans including any possible relocation impact to affected Employees. The discussion may include whether additional relocation assistance should be considered beyond what is // set forth in Article 15, Subparagraph C.1.

2. In the event of // a RIF of Employees who have completed their probationary period, two (2) calendar weeks' notice (or such longer period as may be required by law) // will be given by the Company, or pay in lieu thereof, with a copy of such notice furnished to the Local Airline Representative(s) and to the AMFA National Administrative Office. If employment is temporarily interrupted because of a strike or picketing of Company premises, an act of God, a national war emergency, revocation of the Company's operating certificate(s), or grounding of the // Company's aircraft by government order, the notice will not apply.

3. The Employee(s) affected by a // RIF // will, within seven (7) calendar days, give written notice on a furlough option sheet to the Company and the Union exercising // their Category Seniority in the following manner or their // name // will be stricken from all seniority lists. Reference Subparagraph N.1//.

a. They // must displace the most junior Employee in // their current classification in any bid location at their // station, or accept a vacancy in their // current Category // at their // station.

b. If unable to exercise their // current // Category Seniority in // their own station, they // must further exercise their // Category Seniority by one (1) of the options outlined below.

i. Displace the most junior Employee at any station in their // current // Category // system wide //. Employee(s) who have exercised their Category Seniority by this Subparagraph will have first right of recall to the station from which they were furloughed.

ii. Displace the most junior Employee in any // Category in which // they hold seniority at // their station, or accept a vacancy in any // Category // they hold seniority in at their // station.

iii. Provided the Employee is unable to exercise seniority in // Subparagraph 3.b.ii above, // they may displace the most junior Employee at any station in any // Category in which // they hold seniority or accept a vacancy in any // Category in which // they hold

seniority. This option will entitle the Employee to first right of recall to the station from which they were // furloughed.

- iv. An Employee may go on layoff status at the station // affected by a // RIF, providing // they have exercised seniority within their Category to fullest extent possible. // An Employee who is unable to exercise seniority in their Category may, but is not required to, exercise their seniority in a lower Category, and // may elect to go on // layoff status rather than exercise seniority in a lower Category classification, in which event // they will lose severance pay and seniority in // the lower Category. //

//

4. Employees given layoff notice and accepting a layoff at their station will be required to inform the Company and the Union in writing if they will accept re-employment of less than ninety (90) calendar days. An Employee will be allowed to change their // intentions with another letter mailed prior to the mailing date of the letter from the Company offering re-employment.
5. Employees electing to exercise the above options will not be permitted to displace a junior Employee at some later date.
6. Employees on layoff will continue to accrue seniority in all // Categories from which laid off for up to two (2) years provided // they abide by // Subparagraph 3.b. above and // will have recall rights for ten (10) years from the date of // layoff, unless otherwise relinquished per this Article.

M. In the event of the geographical relocation in whole or in part of any of the work performed by any of the Employees //, the Employees affected will have the option of following the work or exercising their seniority rights as provided for in Paragraph // L. above. In the case of geographical relocation of work between maintenance stations within a fifty (50) mile radius, the Employees in the affected station(s) will first be offered the opportunity to voluntarily follow the work in seniority order. If // an insufficient number voluntarily elect to follow the work, the remaining number will be selected in reverse seniority order and have the option of following the work or exercising their seniority rights as provided for in Paragraph // L. above. // In the event of a geographical relocation, an insufficient number of // Employees transfer to such jobs, the remaining vacancies will be filled in accordance with the Agreement.

N. Recall of Laid off Employee(s) - An Employee on “layoff”, for the purpose of Article 9, is // an Employee who has been displaced from their // station // and is not employed in any position covered by this Agreement.

1. At the time of // RIF notice, the affected Employee(s) will indicate on // their RIF option sheet the stations to which // they will accept recall. A recall form must be filed by January 15th of each year, pursuant to Article 9, in order to remain eligible for recall. Subsequently, a preference bid pursuant to Article 10 may be utilized to identify

1 additional stations to which // they wish to be recalled.

2 Example: An Employee on station layoff, who submits a preference bid and accepts
3 recall to a station other than one indicated on // their RIF option sheet/recall form will
4 be removed from the recall list but will not be subject to the restrictions // set forth in
5 Article 10, Paragraph I. In order to return to // their original station they // must
6 submit a preference bid.

7 Example: An Employee on station layoff, who submits a preference bid but declines
8 recall to a station other than one indicated on // their // RIF option sheet/recall form
9 will be subject to the restriction outlined in Article 10, Subparagraph A.1.

10 2. An Employee on layoff who fails to accept recall to a selected station will lose their
11 // seniority and // they will be considered to have resigned from the Company.

12 3. An Employee on layoff who is recalled // will be given notice by certified mail, return
13 receipt requested, to the last known address of record. A copy of this notice // will also
14 be sent to their // Airline Representative(s). The Employee must notify the Company
15 in writing // within seven (7) days of receipt as to whether // they intend to report for
16 work at the designated time. Failure to notify the Company within the seven (7) days
17 and report at the designated time will result in the loss of all seniority rights and the
18 Employee will be considered to have resigned.

19 4. Concurrent with notice of recall referenced in Subparagraph N.3. // above, the
20 Company may send a notice of potential recall to other laid off Employee(s) who have
21 designated the same station. Such notice // will be by certified mail, return receipt
22 requested to the last known address of record. A copy of this notice // will also be sent
23 to their // Airline Representative(s). The Employee must notify the Company in
24 writing or electronic mail within seven (7) days of receipt as to whether // they intend
25 to accept recall to such station if offered. Failure to notify the Company within the
26 seven (7) days will result in the loss of all seniority rights and the Employee will be
27 considered to have resigned.

28 5. An Employee who elects to take a station layoff in lieu of exercising their // seniority
29 to the fullest extent on the system, will be eligible to be awarded a vacancy according
30 to their // Category Seniority. This Employee does not have first recall rights.

31 6. There will be no preference bids awarded at a station until all Employees in that //
32 Category with first recall rights have either been returned or refused recall to that
33 station. If an Employee refuses recall // they // will forfeit all of their // recall rights.

34 7. If a new bid location or station is opened, the Company will notify the Airline
35 Representative(s) in writing prior to the posting of the bid.

36 Q. Furloughed Employees Bidding Parameters - An Employee on “furlough” for the purpose
37 of Article 9, is // an Employee who has been displaced from // their station or // Category
38 but continues to be employed in another station or different // Category covered by this
39 Agreement.

1. A furloughed Employee may preference bid to other bid locations at // their station without losing // their recall rights to // their original station.
 2. An Employee who has exercised // their Category Seniority rights to bid to any other station after the initial move caused by the furlough, will forfeit all recall rights to the original station from which they were furloughed.
 3. An Employee who has been furloughed and exercises // their Category Seniority to another station at the time of furlough will have first recall rights back to the station from which // they were furloughed for a period of two (2) years in any // Category in which // they hold seniority.
 4. An Employee who has exercised // their Category Seniority to stay within // their station at the time of furlough will not have first recall rights to the position from which // they were furloughed.
- P.** An Employee who has passed probation and transfers to another bargaining unit // will retain and continue to accrue seniority under this Agreement during // their probationary period in the new position, provided // they continue to pay dues to the Union //. If the Employee does not complete said probationary period for any reason, the Employee // will be returned to // their previous classification under this // Agreement if a vacancy exists // for which // they are qualified, without loss of seniority. If no vacancy exists, the Employee will be placed on layoff status and must place a preference bid on file. In order to claim this right of return, the Employee must deliver a written notification of intent to return to the supervisor of their // former bid location within fourteen (14) calendar days of either notice to the Employee of failure to pass probation or the Employee's notice to the Company of their // intent to resign from the new position. Successful completion of their // probationary period // will be cause to remove the Employee from the seniority list covered by this Agreement.

BEFORE THE NATIONAL MEDIATION BOARD

	)	
<i>In re Alaska Airlines/Hawaiian Airlines</i>	)	
	)	NMB Case No. R-7669
Interested Parties:	)	NMB File No. CR-7265
Alaska Airlines	)	
AMFA	)	
IAM	)	

**DECLARATION OF JEFF HEARD IN SUPPORT OF THE
AIRCRAFT MECHANICS FRATERNAL ASSOCIATION'S RESPONSE
TO IAM CHALLENGES TO ELIGIBILITY OF LAX BASED
LINE AIRCRAFT TECHNICIANS**

1. I, Jeff Heard, am the Local 32 Airline Representative (ALR) of the Aircraft Mechanics Fraternal Association (AMFA), serving AMFA-represented employees at Alaska Airlines (Alaska). I have knowledge of the facts stated herein and, if called upon, I could and would testify competently thereto under oath. As the Local 32 ALR for Alaska employees, my responsibilities include monitoring the employment status of our members and processing grievances for members who have been terminated.

2. The IAM's submission, dated September 16, 2025, raises questions about the eligibility of two LAX-based Line Aircraft Technicians – Rodolfo Garcia and Martha Largo – both of whom were terminated by the Carrier on July 21, 2025.

3. Attached as **Exhibit A** is a true and accurate copy of a grievance filed by Local 32 on behalf of Rodolfo Garcia.

4. Attached as **Exhibit B** is a true and accurate copy of a grievance filed by Local 32 on behalf of Martha Largo.

5. The grievances for Mr. Garcia and Ms. Largo are currently pending and Local 32 is planning to schedule both grievances for an arbitration before a System Board of Adjustment;

consequently, pursuant to section 9.203 of the NMB Representation Manual, both of these Line Aircraft Technicians should be deemed eligible to vote in the union election for the craft or class of Mechanics and Related Employees at Alaska Airlines.

6. Berihun Tsegaye Worku currently works at Alaska Airlines as an Aviation Maintenance Technician (AMT) and was originally hired by Virgin America into that position on November 13, 2017. Pursuant to Article 9.F of the collective bargaining agreement, a true and accurate copy of which is attached hereto as **Exhibit C**, an employee may assume a temporary management position, and continue to retain and accrue seniority, for a period not to exceed ninety (90) *work* days. Mr. Worku worked as a temporary supervisor from May 7, 2025, until September 30, 2025. The total number of days he worked as a temporary supervisor was fewer than ninety (90) days and, therefore, he retained and accrued seniority as an AMT throughout this entire period. During his brief tenure as a temporary supervisor, he did not have the authority to hire or fire, administer discipline, or commit carrier funds. As of October 1, 2025, Mr. Worku has returned to his AMT position. It is AMFA's position that Mr. Worku should be entitled to vote in the upcoming union election.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed in Anchorage, Alaska on October 14, 2025.

By: /s/ Jeff Heard
Jeff Heard

