



AIRCRAFT MECHANICS FRATERNAL ASSOCIATION
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Charles Hall AIR 21 Whistleblower Update

Dear Members:

As many of you are aware, after all avenues of direct communication with management had been exhausted, Charles (“Chuck”) Hall, your colleague, filed an AIR 21 Whistleblower complaint against Southwest in July of last year. Since that time Mr. Hall, through his attorneys, has been engaged in the AIR21 litigation process to vindicate his rights. There has been a resolution to the matter, and Mr. Hall asked that we update you, his colleagues, as to the outcome.

Southwest has agreed to “retract and rescind” the Letter of Instruction issued to Chuck in July of last year, and Southwest has agreed that the “letter will not be retained or referenced regarding any future discipline or evaluation” of Chuck. Southwest further agreed not “to take any unfavorable personnel action, discipline, or other manner of retaliation against” Chuck or “any employee identified as a witness or potential witness” in Chuck’s case. Finally, Southwest agreed to pay a majority of the attorneys’ fees that were incurred to maintain the AIR21 case. It is crucial to provide some background in order to understand the importance of this outcome to Chuck and our group as a whole.

On the evening of July 2, 2014, Chuck was assigned an MV-1 on a 737-700. During the course of the MV-1 Chuck discovered two cracks on the aircraft’s fuselage and documented them. This resulted in the aircraft being removed from service to be repaired. On July 5, 2014, Chuck was directed to attend a fact-finding meeting with management to discuss the issue of working outside the scope of his assigned MV-1. Shortly after the fact-finding, on July 9, 2014, Chuck was issued a Letter of Instruction advising him that he acted outside the scope of work outlined in the MV-1. The Letter of Instruction concluded with the sentence: “Please be aware that any further violations of MPM may result in further disciplinary action.”

Chuck filed an AIR21 complaint against Southwest on July 22, 2014 in response to being issued this Letter of Instruction. OSHA dismissed the complaint after Southwest revised the initial Letter of Instruction removing any reference to discipline. Chuck appealed that dismissal to an Administrative Law Judge (“ALJ”). Southwest requested, by filing a written motion, that the ALJ dismiss Chuck’s case altogether. However, the ALJ denied that request. The ALJ’s written decision denying Southwest’s attempt to dismiss the case is attached to this update, and we implore each of you to read it.

The ALJ began his decision by characterizing Southwest’s arguments as “unavailing.” The ALJ cast serious doubt regarding Southwest’s misplaced allegation that Chuck had performed work outside the scope of his assigned MV-1, and explained as follows:

Respondent [Southwest] further argued that the Letter of Instruction was based solely on the Complainant working outside the scope of his assigned duties. However, in Respondent’s MV-1 task card, item 13 clearly indicates that the mechanic was to “Perform a general visual inspection of the fuselage (upper and lower) from the ground, no additional ac-

cess necessary.” Item 20 on the task card requires the mechanic to check the hydraulic system quantities and service them as required. It was during completion of this step of the task card that Complainant [Chuck] noticed a crack in the fuselage of N208WN. Respondent [Southwest] has not explained how the Complainant’s observation of cracks, while following the steps on his task card, constituted work outside the scope of Complainant’s task card.

The ALJ, in finding that Chuck had engaged in protected activity under AIR21, stressed the importance of the work we perform as federally licensed AMT’s, noting that part of Chuck’s duties that evening included “signing an airworthiness release for the work that he performed ... [which] directly relate to safety standards and associated Federal Aviation Administration Regulations.”

None of us, as federally licensed AMT’s, should ever feel like we are being forced to make a decision between upholding the safety responsibilities of a licensed AMT against whether we could suffer potential discipline for doing so. In fact, a Southwest manager admitted, when questioned by Chuck’s attorney during a deposition, that he would have taken the same action that Chuck took that evening if he had been the one to discovery the crack:

Q. If you had found the crack in the same manner alleged by Mr. Hall, would you have written that – a non-routine card so that crack would be fixed prior to that plane flying again?

A. **Yes, sir. Had I found a crack, yes, sir.**

AMFA Local 11 would like to thank Chuck Hall for having the courage to stand up for what is right. It was not easy on Chuck or his family to endure the stress of litigation. However, **his willingness to fight and the outcome he achieved is a victory for safety and our profession.**

I asked the Company at the outset and throughout this process to simply thank Chuck for discovering an aircraft that was flying with a crack, and having that defect repaired before it took to the skies again with our crew and passengers aboard. Unfortunately, the strong arm of corporate greed hindered the Company’s ability to extend such gratitude. Therefore, I would ask that we, as Chuck’s colleagues, demonstrate our dedication to place safety above profits by individually extending a personal thank you to Chuck for his willingness to stand up for what is right.

In solidarity,



Matthew Townsend
Local 11 Airline Representative