

# ***UNITY***

OCTOBER 2004

## **A New Day is Dawning**



***A reflection on the past and a look  
towards the future of TWU Local 556***



## UNITY

The official publication of the Transport Workers Union Local 556, representing the Flight Attendants of Southwest Airlines.

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**TWU Local 556 Editorial Policy:**

Letters to the Editor may not be considered if the length of the submission exceeds 200 words (depending upon space available in the issue). All letters must contain your name, base, employee number, and contact information.

Submissions of articles to be printed in **UNITY** will not be considered if they are too long, libelous, defamatory, not factual, in bad taste, or are contractually incorrect. The TWU Local 556 Editorial Team reserves the right to edit any submissions that are received for the purpose of publication in **UNITY**. Submissions are due by the 20th of the month prior to publication, and are considered on a space available basis.

The views expressed in **UNITY** do not necessarily represent those of TWU Local 556 or TWU International.



## From the Editor's Desk

Wow! A lot has happened since the July issue of **UNITY**. Just three months ago, we had no idea what our future would hold with regards to our Contract Negotiations. Now, here we are, with a newly ratified Contract. There have already been some bumps in the road, some disagreements with Management, and there will undoubtedly be more to come, but as the old saying goes, "we've come a long way baby".

I hope we will all take a close look at how far we have come. Just a few short years ago the Membership of our Local was disjointed and fractured. At the time, many would have thought that a strong unified Membership was just a pipe dream. But through the vision of our Executive Board and Negotiating Team coupled with the support, drive, and hard work of the Membership, we achieved a level of unity few could have imagined. We truly are the envy of every Flight Attendant Union in the industry.

We can't let this unity die. What we achieved is far too precious to take for granted. It took over three years to build this level of strength, and if we don't make it a priority to keep our Union strong, we will lose ground. There's no reason we should have to start from scratch again in three years when we go back to the Negotiating table.

There are many things we can do. In this issue of **UNITY**, you'll see several examples, and we will continue to provide such examples in future issues.

I hope you all enjoyed your summer (and your retro checks!). Thank you for all of your comments, complaints, phone calls, and suggestions. If you have ideas on how we can keep our Local strong, or if you have ideas for future issues of **UNITY**, please feel free to contact me. Please keep the comments and suggestions coming. We do take them to heart.

In solidarity,

Allyson Parker-Lauck  
Communications Coordinator, TWU Local 556  
OAK F/A #17928  
[aplauck@twuatd.org](mailto:aplauck@twuatd.org)

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# PRESIDENT'S PAGE

*by Thom McDaniel - TWU Local 556 President*

In order to meet publication deadlines, my Unity and Unity Update articles are often written several days or even weeks before publication. Although I always try to keep our Membership updated with the most current information, sometimes situations change between deadline and publication. This is my second revision of this article, and it is my hope that by the time you read it, it will be outdated.

The subject of my first article was about the challenges and opportunities our Union faces now that we have successfully negotiated our Contract. Unfortunately, my focus has since shifted to the unfortunate challenge of forcing Southwest Airlines to abide by that very Contract. I hope that by the time you read this, Management has discontinued their total disregard for the rights of our Members and the Contract that both parties agreed to. I also hope that by the time you read this, Management will have returned to the status quo of doing their best to honor our Contract and fairly resolve grievances when they don't honor it.

For the past several weeks, our Flight Attendants have been subjected to an inexcusable number of Contract violations including refusal to provide their 48 hour break, **scheduled** illegal crew rest, multiple unscheduled overnights, and being rescheduled for full days of work after unscheduled overnights. Normally, in the rare cases where situations like this have occurred, the violations have been acknowledged by Management, the problem has been corrected, and the Flight Attendants have been made whole. For some reason, this most recent rash of violations has resulted in denials and excuses from Management, and even worse, continued and ongoing Contract violations with no end in sight.

Due to the timing of these blatant violations, I am sure that some of our Members must assume that there is something in our new Contract that allows Management to abuse a Reserve Flight Attendant who thinks they are going on a three day trip and ends up being gone for six. Some may think that the new Contract allows a Flight Attendant to be scheduled for an additional day of work after an unscheduled overnight. These assumptions could not be further

from the truth. Nothing has changed regarding these long ago established provisions of our Contract. This is not a simple RLA matter of "fly now, grieve later". It seems to be a deliberate disregard for contractual language, settlements, and long established past practice. Management has seemingly chosen to deliberately violate our Contract and they could not have chosen a worse time to do it.

There have been devastating weather phenomenon that have contributed to the operational difficulties faced by Scheduling and by our Flight Attendants. No one can anticipate or plan for four hurricanes hitting the same state within a few weeks. Even keeping the weather in mind, the Contract violations that we are facing began long before Charley hit the shores of Florida and have occurred continuously and since Frances, Ivan, and Jeanne without so much as acknowledgement that they should have ceased and desisted long ago.

Typically in situations like this, our Membership has been more than willing to VJA for extra money, but even our most industrious and entrepreneurial Members have not been willing to volunteer for a turn that turns into a three day before they even check in.

Your Union has attempted on numerous occasions to enforce the Contract. We have filed grievances and have held meetings to try to solve problems. For the most part, Management's response has been a brick wall of resistance, excuses, and the unfortunate fallback of blaming the sins of Scheduling on Flight Attendant sick calls. This has forced us to take these issues to a higher level for hopeful resolution. Whether the problem lies in short staffing, the technological inadequacies of "Crew Solver" or just taking the easy way out, our Membership should not shoulder the responsibility. Most disturbingly, in most cases, Management has not even resorted to the most basic solutions of JAing or Supervisors flying, choosing instead to abuse the Flight Attendants on duty. We remain committed to working with Management to look for creative solutions to all problems within our control, but the ongoing and blatant violation of our Contract is neither creative nor a solution and we will not tolerate nor will we agree to it.

The original subject of my article was the future of our Union working with Southwest Airlines and what we could accomplish with a renewed spirit of cooperation. Many of the opportunities before us as

Working People, Flight Attendants, and Southwest Employees will be discussed in this issue. By the time you read this, I hope we are able to dedicate our energy and resources toward opportunities to improve our Company and our profession. Unfortunately, we are unable to capitalize fully on those opportunities until we deal with the current and most important issue at hand - protecting the hard fought rights that we have achieved in our Contract through our hard work and Unity.

# **“Retro” Day**

## **September 3, 2004**



*Friday, September 3rd was deemed “Retro Day” in honor of receiving our “Retro” checks. Celebrations were held in every lounge (except Orlando due to Hurricane Frances). Dallas Domicile Executive Board Member Karen Amos took “Retro Day” to a whole new level with her terrific “retro” outfit. Thanks Karen for really getting into the spirit of the much deserved celebration!*

## **CALENDAR OF EVENTS- OCTOBER 2004**

4th QUARTER 20042 MEMBERSHIP MEETINGS -  
ALL TIMES ARE LOCAL

### **OAK**

DATE/TIME: Thur., 10/07/04 at 10:00 AM

LOCATION: Oakland Airport

Rear Conference Room

(Take Elevator to 2nd Floor, Go through the Handicap Door, Turn left, go to the end of the hallway)

(510) 563-6424

### **PHX\***

DATE/TIME: Fri., 10/08/04 at 10:00 AM

LOCATION: PHX Sky Harbor Airport

Terminal 3 - Level 2

HMS Host Conference Room

(at the end of the hallway next to Sbarro)

(602) 275-1721 x3100

**\*NOTE: New Location**

### **DAL**

DATE/TIME: Thur., 10/14/04 at 10:00 AM

LOCATION: Holiday Inn Select Love Fld.

3300 W. Mockingbird Lane

Dallas, TX

(214) 357-8500

### **HOU**

DATE/TIME: Fri., 10/15/04 at 10:00 AM

LOCATION: Hobby Airport

The Cloud Room

(713) 641-7723

### **MDW**

DATE/TIME: Tues., 10/19/04 at 10:00 AM

LOCATION: American Legion

Clearing Post 600

4352 W. 63RD Street

Chicago, IL

(773) 767-0230

### **BWI\***

DATE/TIME: Wed., 10/20/04 at 10:00 AM

LOCATION: Comfort Inn BWI

6921 Baltimore Anapolis Blvd.

Baltimore, MD

(410) 789-7223

**\*NOTE: New Location**

### **MCO**

DATE/TIME: Thur. 10/21/04 at 10:00 AM

LOCATION: Hyatt Regency MCO

9300 Airport Blvd.

Orlando, FL

(407) 825-1366

MEETING AGENDA: - General Business.

**GENERAL UNION MEETING - OPEN TO MEMBERS  
ONLY - ID'S WILL BE CHECKED**



# DOMICILE



## **CONTRACT RATIFICATION**

It's been a very long, laboring, 2 years, but it's finally over. I want to thank all of the Flight Attendants who have supported our cause. The names are too many to list, but you know who you are. For 2 years the fingers have been pointed at us by

other departments, several Pilots telling us we don't deserve a raise, and Inflight Supervisors pushing Parker's "best offer" on us in the lounges. The odds were against us, but we overcame these odds and proved ourselves as a group for all future Contracts. To those Supervisors who participated in Union busting, you have us to thank for your future raises.

## **THE REVOLVING OFFICE DOOR...**

BWI Administrative Assistant Lisa Hafner has transferred to the People Department. You can reach her at [lisa.hafner@wnco.com](mailto:lisa.hafner@wnco.com). Supervisor Jeremy Balthis came back on line in July. Renee Eggleston was promoted to Assistant Base Manager on August 2nd. Put your surprised face on... BWI has another new Supervisor. Randall Miller brings 4 1/2 years experience as a SWA Flight Attendant into the BWI Inflight office. RT supervisors Tom Raffalski and Ralph Anderson are leaving us as well. Tom is transferring to DAL and Ralph is coming back on line at the end of this year. It will be hard to fill their shoes in RT - we will miss them next year.

## **DISCUSSION LOGS**

According to the new Contract, discussion logs can be purged after 18 months. If you have notations in your discussion logs that you feel are biased and unfounded, write a note to your Supervisor requesting your discussion logs and file to be purged up to 18 months. This was a huge gain for Flight Attendants and the Union. Management is supposed to keep discussion log entries brief, factual and unopinionated. Unfortunately, some of our Supervisors don't do a good job with discussion logs and write whatever they feel like, documenting every conversation in your file.

## **DOCTOR'S NOTE REQUIREMENTS**

If you fax a note to the office, don't assume it was received, make a follow up phone call to ensure the fax was received. In the new contract the criteria for the doctor's note is the same except you don't need

a diagnosis. Even if you use your quarterly note, it is always a good idea to turn in a doctor's note for documentation - it may save your job. A valid doctor's note must contain the following.

1. Date(s) of illness/injury (all the dates that you will be out)
2. Date(s) of treatment (date seen by doctor)
3. Date employee can return to full duty
4. Doctor's signature

## **PARKING**

The parking rate increase of \$8 went into effect in September. The new rate is \$37 a month, taken out of your 20th paycheck. If you lose your parking pass, you are still responsible for the payment of that pass in addition to the new parking pass; which is a total of \$74 a month. If you need to contact the employee shuttle for any reason call 410-850-0404.

## **MISCELLANEOUS**

- Probationary Flight Attendants are entitled to Union representation in any meeting with Management. Call the Union office if you need representation.
- If you are in the process of a grievance, you should never have a conversation with Management regarding your case without Union representation. If a member of Management calls you while you are in the grievance process, politely tell them that you will call them back as soon as possible with Union representation, and contact the Union immediately.
- Just a reminder that the check-in phone on the C pier is up and running. It is behind gate podium C-9 and is marked Scheduling phone.
- If you need to contact the Hotel Committee, email [crewrest@wnco.com](mailto:crewrest@wnco.com)
- As of 7/1/04, Scheduling will not reverse transactions mistakes on maestro. Scheduling used to reverse mistakes within a 5 minute window, but not any more...those days are over. This memo was posted in the briefing book and I asked Beth Ross to post it in the computer room as well.
- If you are interested in helping monitor for open time on the 23rd, please leave a note in my box. Currently, we only have 3 people who are committed on a monthly basis.

Call the Union Office at 800-969-7932 if you have any questions.

**Lucy White-Lehman #34900 - BWI  
Domicile Executive Board Member**

# REPORTS



**W**e did it! We have a Contract! An industry leading one at that!

This great Contract can be attributed to the incredible efforts of all those involved and that includes YOU, the Membership. You were united, strong and supportive, yet you never

stopped delivering the outstanding service that Southwest Flight Attendants are famous for. I would like to extend special thanks to Vince Eakes, Janet Bottles, Tandee Thomas, Janice Robinson, Deborah Danish, Deborah Hans, Cheri Vincent, Gwen Dunivent, Mindy Grimes, Lynn Beall, Fields Williams, Michael Richie, and the many others that stepped up to the plate and donated their time to keep the Membership informed during our Contract fight.

Some of you may be thinking, "Negotiations are over, so I no longer need to wear my Union pin". This could not be further from the truth! The unity exhibited by the Membership should never wane. It is unity that got us the contract that we have today so continue to make it a point to wear your union pin as part of your uniform to display our continued unity.

## **PLEASE NOTE OF THE FOLLOWING INFORMATION:**

- The Reserve phone line-up is merely a courtesy line and is not contractual. In order to obtain your correct reserve standing please refer to the Reserve Status report in the lounge. The Reserve Status Report is to be updated every two hours by Scheduling. If you see that this has not been done please contact Scheduling and request that an updated report be faxed to your base and posted in the lounge. After the base closes, a Reserve will be able to call Crew Scheduling for the current, up-to-date reserve standings, including order of rotation,

availability and credited trips for pay (TFP) for all Reserves, including themselves, on call that day. The calls for this information will not count towards a Flight Attendant's two calls allowed per the Contract, nor will the Flight Attendant be available for an assignment, reassignment, or contact during the call.

- Discipline for failure to drop liquor money can often be avoided or overturned if you list the contents (amount of monies and number of coupons) on the outside of the envelope and have a Flight Attendant witness the outside of the envelope. You must also have a Flight Attendant witness the dropping of the money and initial the liquor money drop sheet log. At the end of a long hard day the last thing you want to do is trudge to the liquor drop, but it is definitely worth the effort in order to not receive progressive discipline.

- The lounge computers have to be rebooted or shut off and restarted from time to time. If you happen to be trying to check-in during one of these times, please be aware that you can use the check-in phone rather than waiting for the computers to come back up.

- When using the stairwells at gates 3 and 6 to gain access to the lounge be sure to push the GREEN EXIT BUTTON before opening the doors. If you fail to firmly press the button the alarm will sound and you must stay in place until the Dallas Police Department arrives.

- The September Unity Update contains the Contract Implementation Schedule. Please keep this with you, preferably with your Contract so that you can use it as a reference until the entire Contract is in place. You can find extra copies in the Red Rack.

***Karen Amos #1544 - DAL***

***Domicile Executive Board Member***



**A**s you are all aware, our new Contract passed by almost an 83 % yes vote. The complete Contract implementation schedule was printed in the September issue of UNITY Update, so it is important that you stay informed of the dates that each article takes effect.

Hard copies of the new Contract will be available in the very near future.

Once again, I want to thank the Membership for

staying United. It was this high level of unity that allowed us to achieve our goal. I want to give special thanks to the following Flight Attendants for their outstanding support in the HOU base. Jannah Dalak started the process in HOU by bringing together the Precinct Captain program in our base. In addition to Jannah, the following FA's were instrumental in keeping the program in check: Jill Van der Werff, Chris Schroeder, Diana Chronister, Kim Zimmer, Jenny Rice, Rae Ann McKanase, Dean Myer, and Micheal McNeil. The dedication of these Flight Attendants

*(Continued on next page)*

## HOU DOMICILE REPORT

(Continued from previous page)

was tremendous. Also, thank you to all the Flight Attendants who at one time or the other contributed their time in distributing Union material for all Union Members, thus assuring that all Flight Attendants received accurate and true information. Too bad Jim Parker did not take us seriously. He could have been a hero. Thank you to Herb and Colleen for taking the Flight Attendants seriously, and helping us to achieve a Contract we can all be proud of.

On another note, for all those Supervisors that participated in Union busting activities, shame on you. You have the Membership to thank for your future raises.

And speaking of Supervisors, there are some changes in the HOU Inflight Office. As you all know, Ramona Smith and Nancy Rimkus returned to the line, and Caroline Jernigan is now the Assistant Base Manager in HOU.

I implore you all to continue to wear your Union pins. Continue to show your Unity. Place your Union pins above your wings. That is where it is most visible, and there is no better way to show your Unity.

Once again, it is your responsibility to know your point status. Point accumulation continues to be our number one problem in HOU. So, please,

watch your point status.

As you are aware, we have been experiencing a high number of reschedules and unscheduled overnights system-wide. If this happens to you, read your Contract to make sure you were treated legally with regards to our Contract. If you feel the Contract was violated, or if you need clarification, please contact the Union Office.

On another note, although they are not based in HOU. I want to thank the Grievance Staff who works in the Union Office. I truly have never seen a more dedicated group then the Grievance Staff who currently works in our Local's Office. Thank you to the following: Ron Regan, who is returning to line, Gayle Ross, Becky Parker, Shae Grajeda, Tanya McGrath, Amy Montgomery, Michelle Zenici, and Madeline Howard. Their dedication to you, the Membership, is unsurpassed.

And once again, in closing, Shanna continues her battle with Soft Tissue Sarcoma. She attended many of the events that contributed to our new Contract. Thank you to you all for keeping us in your thoughts. She will never give up, and your thoughts mean so much to us.

**Stacy Martin #21007 - HOU**  
**Domicile Executive Board Member**



Since my last UNITY article was written, we have had a lot of activity not only in the MCO base, but system wide. First, I want to start off by saying **THANK YOU, THANK YOU, THANK YOU** to each and every Flight Attendant that helped us achieve our new Contract. I have received several phone calls, emails and cards from you thanking the Union for fighting so hard over the past two years. Remember, this was a group effort that helped us secure our Contract, and your Negotiating Team could not have done it without the support of each and every one of you. Whether you showed up on an informational picketing day, attended one of our Message to the Field events, wore your Union pin or displayed the **CONTRACT 2002** bag tag on your bag, we defiantly proved there is strength in numbers!

I am now hopeful that the small disagreements with Management will stop and we can repair the damage to our morale by working together to make Southwest Airlines the great place it used to be. I know I don't have to worry about MCO Supervisor

Kathy Beckman removing anymore signs off the Union's red rack that read "Where's Jim?" We know where he is, he's gone! Although the Contract has been ratified, please continue to wear your Union pin. Your Union pin displays an example of what we can achieve through an informed and educated Membership. If you do not have a Union pin, please contact your Domicile Executive Board Member or the Union office. Additionally, we are currently working on a new bag tag that should be coming out soon.

As you all know, we have had several unwelcome visitors in Florida over the past month, hurricanes Charley, his big sister Frances, Ivan, Jeanne... I'm beginning to lose count! Our terminal in MCO sustained major damage from Charley which is still not completely repaired. Frances was responsible for the cancellation of our 'Retro Day' on Sept. 3, and the closing of several Florida stations for several days resulting in Flight Attendants being stranded away from home. Crew Scheduling was not 'giving us the pickle' when they clearly violated the Contract by requiring Flight Attendants who were stranded to work their way home. The Union filed a group grievance and we will update you on the



results as soon as the grievance is settled.

In closing, to those of you who took the time to vote on the TA, thank you. We had the largest turnout with this ratification than we have ever had in our history, and I feel it was due to our F/A's staying informed. Is this Contract perfect? No. Did we make major strides from where we were? I feel we did and we only have 3 1/2 years before we start negotiating

again. In closing, again, my hat is off to each and every one of you who got involved! We have proven that together, we can achieve anything!

Please do not forget to vote in November. I'm Jimmy West, and I approved this article.

***Jimmy West #24715 - MCO  
Domicile Executive Board Member***



**I**would like to start out by thanking everyone for taking the time to vote on the Tentative Agreement back in July. This was the highest turn out that any work group at SWA has ever seen. Just because Negotiations are over, it doesn't mean it's time to take a break

from being active in the Union. It's important that we keep the same level of participation and even get more involved. The easiest way to do this is to stay informed through the information distributed in your mailbox, attending quarterly Membership Meetings, and regularly stopping by the Union website **[www.twu556.com](http://www.twu556.com)**.

You witnessed first hand what we can do when we all come together and voice our collective opinions. Soon you will have the opportunity to have your voice heard again, and this commitment will be for the next four years and beyond. Voting is sometimes taken for granted today and looked upon as a burden (like jury duty). You must not take it for granted! The simple fact is that more Americans voted for the last American Idol winner than did in the last presidential election. Now, how many gave their lives for the right to get on T.V. and be judged by a jury of couch potatoes as cool or not? None. Even if you are not going to be where you live on election day, you can vote. Absentee voting is available to everyone who is registered to vote. Are you

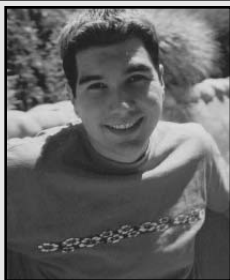
registered to vote? There is no excuse for not being registered to vote. And for those of you who don't register to vote because you're worried about being selected for jury duty... many states now use the list of licensed drivers to select their jury pool. So now there's NO excuse! Voting is the backbone of democracy. Do your part.

In addition to the obvious reasons why it is important to be registered to vote, there is another important one - it gives us as Flight Attendants more political clout to gain support for issues important to our work group. This was a huge tool for us in our Contract fight and was instrumental in our gaining support from Members of Congress.

As soon as the new Contracts are printed, they will be distributed to you. The language has been simplified for easier understanding, and an extended Q&A will also be part of the printing. Finally, an index has been added so you can quickly and easily find what you are looking for. This is a great improvement over the last few Contracts. For example, if you want to find the compensation charts, the index will give you the page so that you won't have to guess which article covers compensation. What a concept!

That is it for now, if you have questions or concerns or just can't believe what you are reading, please call the Union office at 1-800-969-7932. We are out there and here for you.

***Bunkie McCarthy #8838 - MDW  
Domicile Executive Board Member***



**H**ello OAK! So much has happened since my last article, I don't know where to begin. First of all, I would like to say how proud I am to be based in OAK with such an amazing group of people. You all have truly shown me what Brotherhood and Sisterhood

means through your support and encouragement in the last few months. We have experienced monumental highs, and record lows recently, and through all the laughter, tears, frustration, and exhilaration

we have emerged as stronger people.

Sadly, as we anxiously awaited the final results of the Contract 2002 vote, we learned of a tragedy in MHT. As discovered that our two and a half year struggle was finally over, our joy was overcome with sadness because Jecie Gutierrez Jr., one of our own, passed away. All who knew him grieved, and even those who didn't know him felt sadness in their hearts for the pain their TWU Brothers and Sisters were feeling. Jecie's kindness, warmth, and playful sarcasm will definitely be missed.

As we gained some closure on the loss of Jecie, we came to realize that the Tentative Agreement had

passed. It actually passed... by a lot! Thank you to all of you who made your voice heard and voted. As the Contract is implemented over the next several months, I hope we all will be able to fully understand the scope of what we accomplished.

Which brings me to another point. Just because we have a new Contract, it doesn't mean you don't need to wear your Union pin anymore. Our achievement was made possible because we were united, and we need to continue to maintain that united front. If you need a Union pin just drop a note in my box. I actually have a supply of them in OAK now, so it shouldn't take forever and a day to get you a replacement!

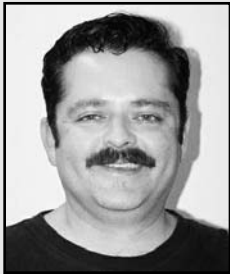
I know I mentioned it in my last article, but I want to reemphasize the importance of voting in our next national election. Voting is not only our right as an American citizen, but also our civic duty. If you are not already registered to vote, please do so soon. If you need information on how to register, stop by the red rack to find materials.

Next, construction has begun on our new terminal and many of you have been asking about the addition of a second liquor drop in the terminal two bag room. After talking with our base manager, I found out that because of budgeting problems it is

not going to happen this year. It will be included in the base budget for next year but don't hold your breath (it was budgeted for this year too).

I am writing this to you from somewhere over the Gulf Coast. At least that's my best guess as I see a lot of water and the coast line. I, like countless others of you was just rerouted due to one of the hurricanes that have been slamming into our Southeastern states (don't worry, I'm not on duty, I'm ferrying an aircraft from JAX to HOU!). Anyhow, we all know how crazy the summer months can be, and coming to work can be very taxing on your body. Long days, minimum overnights, reroutes, JA's, move-ups, it definitely can wear you out both mentally and physically. I would just like to remind everyone to PLEASE do your best to take care of yourself. It is easy to get sick with all the different people we come into contact with (not to mention being stuck on the dirty bird all day). Wear gloves, wash your hands often, take your vitamins, try to get enough sleep, and don't overdo yourself. OK, I'll get off my soapbox now.

**Mark Torrez #68952 - OAK**  
*Domicile Executive Board Member*



**I**t's less than one month away from National elections. Have you decided how you're going to vote? Did you research the candidates, how they voted, DID they vote, and are they labor friendly?

Labor friendly, let's look at these two words. I did not say Democrat or Republican. All I said is "Labor friendly", because yes, we're LABOR!!! We must make an educated decision in the upcoming election, one that we can live with over the next four years. Did you know that after September 11th, Congress helped bail out the Airlines. Most of these Airlines were the ones in trouble before September 11th and ready to go into bankruptcy. Thousands of employees were laid off. Did you know that a bill was presented to Congress to help out these laid off employees, just as their employers were helped out, and it failed.

Are you familiar with the bill that could take away overtime pay from hourly workers and replace it with "comp" time? Workers who depend on overtime pay, need the money, not time off. It is important that we elect officials who are concerned about us, and our pocketbooks.

I know I have written this before, but as we get

closer to the election we must really take a look at those who make these legislative decisions that affect our lives. It could have been us, out of a job with no help from our employer or the government. We must educate ourselves on the people running for office - from the local level all the way to the top.

Let me make this clear. I'm not telling you how to vote, but please make an educated decision. Don't make your decision based on how your friends, family, or spouse votes. Make your decision based on the issues that are important to us as workers. Vote for candidates who will stand by us as workers.

By now Flight Attendants in Battle ground states have been contacted either by phone or a Union member has come to your door. These people just want you to know the facts to help you make an educated decision. Don't forget that you can vote by mail; this is the easiest way for our traveling lifestyles. Please contact any Domicile Rep and we will get you the information you need. I know what some of you are thinking, "I'm not registered to vote because I don't want to get picked for jury duty" WRONG! In Arizona, the jury pool is selected from the list of licensed drivers! Make the right decision - make an educated vote!

**Bill Bernal #9335 - PHX**  
*Domicile Executive Board Member*

# Where do we go from here?

## *The future of the Precinct Captain Program*

by Jill Van der Werff  
HOU F/A #18133

**W**hen the Precinct Captain (P.C.) Program was first introduced, I didn't jump onboard right away because I was fearful of the time commitment that would be required. I live 50 miles away from Houston's Hobby Airport, have two young kids as well as a second job and serve on a PTA Board. After a few months of watching and checking it all out, I decided that I needed to be more involved in our Contract campaign. I was not involved in the previous Contract negotiations and relied on rumors and gally chat for my information. I decided this time would be different for me.

I wanted to take ownership in the Contract 2002 campaign for several reasons. I wanted to have accurate and complete information this time around, and I wanted to know exactly what I was voting on. I also trusted our Executive Board and Negotiating Team and wanted to offer my support where needed. I understood that I would be invited to join the Precinct Captain Forum where I could ask our Negotiators specific questions and voice any concerns I might have. I had access to the top so to speak! The forum was a great place to bounce ideas off of one another and to get many different perspectives. I learned that there are at least 7000 different ways to look at any particular issue!

Over the next year and a half, I was active on the P.C. Forum and I was fortunate enough to attend quite a few Union sanctioned

events. The first was the photo event with the moving "It's About Time" billboard, then the "It's About Time" Informational Picketing event. I was having a blast and feeling like I was making a positive difference. Then it was the "Early Valentine For A Late Contract" Event that was truly incredible system wide! When I heard about the March in Philadelphia I knew I had to be there. After a full day staffing the



*Jill, (4th from left), at one of the many events she attended. Also pictured (L to R): Jimmy West, Stacy Martin, Denny Sebesta, Brett Nevarez (with HOU F/A Valerie Harder's son Jacob on his shoulders).*

lounge, I jumped on a plane bound for BWI. I spent the night in a motel and caught the chartered bus to Philly with quite a few other Flight Attendants that wanted to make a positive difference! We marched and chanted while the Philly Police Officers stopped traffic for us time and time again. We were joined by 100 AFL-CIO officers who supported our cause and had a rally on the steps of City Hall. Cars honked in support while passersby cheered us on! That march was the most incredible event I have ever attended.

I was also able to attend two of the Messages to the Field and seeing all of those red "My Team Speaks For Me" shirts was truly inspiring. We were Unified!

The main objective of the Precinct Captain Program was to keep our Membership informed, to stop rumors before they took on a life of their own, and to get people to participate at events in order to make our presence known and Unity felt. Management needed to know we weren't going to roll over this time! For more than two years, the P.C. Program was incredibly successful in doing just that. Never before, in the history of SWA, have our Flight Attendants been so Unified. The P.C. Program can be credited for the momentum crucial to our 2 year fight for a fair and equitable Contract, it can be credited for the incredibly successful informational picketing events across our system and for keeping our Membership unified and as informed as an individual wanted to be. It can also be credited for the historically high voter turnout!

The Precinct Captain's job is done. Or is it? Our Executive Board believes it is important to not only keep the program up and running, but to build and strengthen it because we have come too far to just

quit now. They are committed to keeping the P.C. Program intact and mobilizing the Shop Stewards. Our present Contract becomes amendable in June of 2008 and that means that we will be doing this again in just a few short years, so we need to continue building on the Unity that we presently have. If you're like me, there are issues that are important to you that weren't obtained in this Contract and will need to be addressed in the next round of negotiations. I was proud to fight for this Contract and I will be there in 2008 supporting our Executive Board and Negotiating Team again.

**REMAIN UNITED, INVOLVED AND  
INFORMED WITH THE TRUTH!**

# Advanced Crew Member Self Defense Training

## *A Flight Attendant's First Hand Experience*

by Lisa Happer  
BWI F/A #30149

**H**ere's the scenario, your plane touches down when all of a sudden the front of the plane tips down and the back up. What do you do? You know the nose landing gear must have failed and you go into your emergency commands. You do this because your training has kicked in and it seems to just take over. Next scenario, you are on the forward jump seat during take-off when a man jumps up and runs towards you. He stares at you with a cold determined look on his face and begins to reach into his coat pocket. What do you do? If you are still thinking, it is probably too late. This was the scenario that kept going through my mind during my 4 days of Advanced Crew Member Self Defense Training.

During the last several years, Flight Attendants and their supporters throughout the country have been working to have security and self defense training as part of a mandatory obligation by airlines. Although it is still only voluntary, we finally have a program in place. On August 30th, 2004 myself and 3

other BWI Flight Attendants joined 14 Flight Attendants and 6 Pilots from other airlines in Alexandria, VA for one of the many prototype classes of ACMSDT (Advanced Crew Member Self-Defense Training) offered around the country. Classes were also held in Dallas, Miami, Los Angeles, and Chicago, and a total of 19 Southwest Flight Attendants were in attendance system-wide.

My expectations of the class were to learn a few techniques to protect myself from a threat and/or violent attack. My expectations were exceeded greatly. Not only did we learn defense techniques, but we learned about the psychology of survival. We learned about the biological and physical effects on the body and its mechanics during high stress events. Most importantly, we learned that it all begins with awareness.

How many times do we go about our job on "auto-pilot"? Awareness is the single most important factor, as it gives our brains and bodies a heads-up to react to our surroundings. When reaction is swift and sure, your survival rate increases dramatically. It needs to begin when we put on our uniform and continue as we watch passengers board. Understanding it is ok to say, "Sir, could you please take a step back"

when someone is invading your personal space. How important it is to listen to your instincts and don't dismiss them.

It wasn't all book work, we went through some serious physical trials as we learned disarming and counter attack moves. We laughed at each other as we moaned and moved slowly into the classroom the 3rd day, our bodies aching and sore. Battle wounds were abundant from minor cuts and bruises to dislocated fingers and head blows. All of which were forgotten when they called our names and presented us with a certificate of completion. We were part of history. We were a part of something Flight Attendants have been fighting for for a very long time. We left with a new confidence and state of mind. Training... it all comes back to training. Now, think about the scenario fore mentioned. I know what I have to do. Do you?



*BWI F/A Cheri Vincent shows HOU Domicile Executive Board Member Stacy Martin how tough a Flight Attendant can be!*



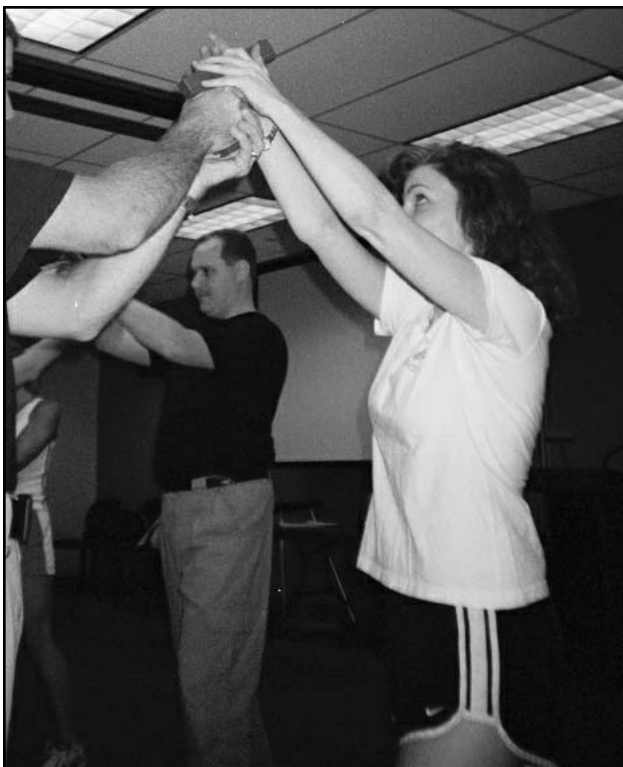


*PHX F/A John Paul Kotalik and BWI F/A Cheri Vincent demonstrating restraint techniques on SWA Captain Mike Hazelwood, SWAPA Safety Coordinator.*



*Mike Hazelwood demonstrating techniques for dealing with an armed attacker.*

More information will be available soon about the Advanced Crew Member Self Defense Training program. Look for future articles in UNITY Magazine. If you have any questions or comments, please contact TWU Local 556 Safety Team Coordinator, Michael Massoni at: [mmassoni@twuatd.org](mailto:mmassoni@twuatd.org).



*Gaylie Bates practicing one of the many disarming techniques.*



*BWI Flight Attendants with the course instructors (L to R starting from 3rd from right): Karla Kozak (back row), Lucy White-Lehman (front), Gaylie Bates, and the author of this article, Lisa Happer.*



# Coffee Talk

By Tina ☐MamaJava☐ Coffee  
PHX F/A #24301



## MY WISH TO FLY!

**W**hen I was young, I so wanted to fly like Peter Pan to Never Never land and pursue pilots (I mean pirates). The movie Mary Poppins had me jumping off of the roof of our house with an umbrella, only to break the umbrella, break my wrist, and break my heart. Why, oh why, couldn't I fly?

My obsession with flying got stronger with age. I had a Barbie named Sabrina Lakewood (No, not last year - when I was 9!). She flew in a roller skate to exotic places like the beach in Hawaii (the bathroom), New York (the kitchen with its tall appliances), and to see her boyfriend, Pilot Ken (my sisters room). The Ken doll was hers, and both of our Barbie's had to share him!!!

I toiled at the Price Club (Costco) while attending college. A great job, I guess, but soooo boring. Entering numbers into a machine all day; "Will that be cash or check? Thank you, have a nice day." Fake smile. The highlight of my existence there was when the freezer motor caught fire and we had to evacuate the entire warehouse. I fanaticized of travel and adventure, telling myself frequently that someday I would be a Teacher with summers off, which would allow me to go jet setting around the world. (Sure! On teachers salary?!?).

A Cheerleader friend of mine had just quit the Pep squad at ASU and dropped out of college to become a Flight Attendant (Quit cheerleading? No way!). In fact, they were conducting interviews right on campus. I was tempted to apply as well, but I chickened out (Chickens can't fly). Anyway, my friend bragged that she was going to be flying around in jets, meeting all kinds of rich men. I felt like I was missing out on life, stuck here in sweltering Arizona. School, work, school, work, and occasionally shakin' it up John Travolta style on weekends at the Sun Devil Disco Lounge. ("Stayin' Alive, Stayin' Alive").

Jealousy enveloped me every time I ran into "Miss Sassy Stew". She was too busy to call me anymore, clubbing it with her new Flight Attendant friends. I glared at her flaunting her assets on the dance floor. She looked different to me now: more sophisticated, more refined, more BREASTS!!! She was a giant Sabrina Lakewood life-size Barbie, in a low cut

red chiffon dress, showing off right under the mirrored ball that reflected the multicolored lights down on her as if she was the STAR in "Disco Fever." I approached her after her little exhibition to say "Hi." In a very catty manner, while staring at her cleavage, I blurted, "Nice Dress." She smiled and responded with, "I just got it in New York. You should go there someday. It is so cool." ARHHHHHH! I hated her guts. Actually, what I hated was myself, because she was following her dreams and I was still dreaming.

I guess the reason for sharing this story with you is to stir up a little "Mental Magic", prompting you to recall your own similar emotions: How much you wanted this job. When your inner gypsy was chanting, "fly, fly, fly," like drums in your head. The joy experienced upon receiving the letter with the Southwest Insignia on the envelope, ripping it open to find that you'd been invited to Initial Training (I kissed the mailman). The awesome feeling of PRIDE that filled you head to toe, when you saw a "Red Bellied Bird of Texas" soaring through the skies. Remember the PRIDE? Do you still have it?

I may never be Mary Poppin's, Peter Pan, or Flight Attendant Barbie, but I AM FLYING, and that is exactly what I wanted so badly to do.

**Latte' Laughs & LUV:**  
**Tina (MamaJava) Coffee**

**TWU**  
TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO  
Local 556

REGISTER FOR OUR  
WEBSITE TODAY!

**Just go to:**

**www.twu556.org**

and follow the simple instructions to join!

**See you there!**

# Assessing the Past - *And the Future*

## How the Assessment Fee helped us achieve our goal

*by Tom Mitchell*  
*TWU Local 556 Treasurer*

**A**s we prepared for Contract negotiations just over 3 years ago, some of our top priorities included involving the Membership, implementing a strategic plan, and staying in constant communication with our Members. As we embarked on this momentous undertaking, it became apparent that we would need a substantial amount of money to achieve our goal of an Industry-Leading Contract. As a result, your Union began an aggressive cost cutting campaign to save money for the upcoming Contract battle with Southwest Airlines.

Our previous Contract (1996-2002) cost our Local approximately \$666,000 and TWU International paid an additional \$500,000 for professional services that we utilized through them. Since that time, our Membership has more than doubled in size. In addition, a bylaws change required five (5) Flight Attendant Negotiators on the Negotiating Team instead of the three (3) that we had always used in the past. Due to the recent changes in the size of our Membership coupled with the bylaws change, we anticipated that our Negotiations costs to more than double our previous Contract.

In February of 2001, we were only six (6) months away from having our Negotiating Team in place. Once the Team was in place, they began the process of rewriting the contract for our RLA Section 6 opener in May of 2002. At that time we had just over \$880,000 in total funds in our treasury. Armed with this information, one of our more insightful Members made a motion to implement an Assessment Fee of \$3.00 per month per Member, to be used for Contract Negotiations only. This motion passed, and beginning in May of 2001 all active Flight Attendants began paying an Assessment Fee.

As Contract talks began in May

of 2002 our Local treasury had grown to well over \$1.4 Million. Of this total, \$227,000 was directly related to the money collected from the Assessment Fee. Over the next 2 years an additional \$460,000 would be collected from this Fee. Having the Assessment Fee in place allowed our Negotiating Team to be more assertive in their campaign to achieve our collective goal. These funds gave us the freedom to pursue previously unexplored avenues such as nationwide demonstrations, national advertising, voicemail blasts, hiring a Strategic Advisor, a public relations firm, and an economic consultant. These services became some of the key elements to the success of our Contract Negotiations, while at the same time, they come with a hefty price tag. The assessment fee was vital to giving us the financial ability to pay for these services, while keeping our Treasury strong.

In the past 3 years our Local has spent approximately \$2.1 million on Contract Negotiations. Considering that we gained over \$115 million in new wages alone, not including duty rigs and other quality of life improvements, so we consider this a very good investment. Fortunately we did not have shoulder this enormous cost alone. TWU International was instrumental in providing our Local with ample financial support throughout the Negotiation period. In addition to their generous financial aid, they gave our Local their unconditional assistance through the involvement of International Representative Garry Drummond. We are eternally grateful for the support of TWU International.

As we look towards the future, we need to be mindful of the rising cost of Contract Negotiations and how essential it is to have the funds to sustain a lengthy battle, such as the one we just endured.





# The State of Our Union

*What can we do to make it stronger?*

*by Thom McDaniel - TWU Local 556 President*

**O**ver the past three years, we have made great strides as a Union. We have unified a work group that rarely agrees

on anything. We negotiated an industry leading Contract during one of the worst times in the history of the airline industry. We ratified our Contract by an overwhelming majority with our largest voter turnout ever. We have dealt with every internal and external challenge together and have overcome every obstacle proving that our strength truly lies in our diversity, our flexibility, our tenacity, and our unity.

Where do we go now? We are now at an important turning point for our Union and for every one of our Members. It would be easy to sit back, become content, and rest on our laurels. So now, more than ever, we should move forward and answer this question - "How do we channel the unity, dedication, and talent that surfaced during our Contract campaign to continue improving conditions for all Flight Attendants, all SWA Employees, and all working people?" We were lucky enough to have the support of all kinds of working people in our Contract campaign, so there is plenty of opportunity for us to continue our momentum in assisting our Brothers and Sisters in the Labor Movement.

This is a difficult time for all working people, and especially for working people in the airline industry. All around us, airline employees are losing jobs and benefits as their companies blame workers for their own mismanagement and use existing laws to eliminate their Contracts and Pensions. We can now serve as a great example of a low cost airline with good work rules and benefits that has remained profitable. We have raised the bar for airline employees to work smarter with what they have, not to work harder for less.

With the upcoming local, state, and national elections, we have a wonderful opportunity to support candidates who support working people. Remember the Congressmen like Bob Brady, Martin Frost, and all those elected officials who supported us in our Contract Campaign. Don't vote for candidates by party, but consider their history in supporting Labor issues. Look and see if your Representative signed onto the "Dear Colleague" letter supporting a fair

Contract for Southwest's Flight Attendants. If they did, spend an afternoon volunteering for their campaign. If they did not, call them and ask them why they did not support us. Most importantly, vote for Labor friendly candidates. We must support the elected officials who support working people.

There are also numerous Flight Attendant issues that need the talent and dedication of our Members. Last month, I, along with many other Flight Attendants, Pilots, and Management Employees had the privilege of participating in a TSA prototype self-defense training class (see article on page 12). It is important for our Members and our Union to remain involved in the development of the regulatory and legislative aspects of the careers that we have chosen. Our Union will continue to provide a voice for our Members on the issues that affect our workplace and will continue to ask our Membership for input and participation to promote a safer work group for Professional Flight Attendants and our Customers.

We can also help support our important legislative and regulatory issues by joining COPE (Committee On Political Education) for as little as a dollar a month to support legislation and legislators that support us. Most of us will not miss one dollar in our paycheck, but when thousands of those dollars are put together to support labor friendly candidates, they can begin to compete with the millions of dollars put together by big business that does not always have our best interest in mind.

We continue to face challenges enforcing our new Contract, and as a result of operational issues, these challenges even include upholding existing Contract language. Whenever there are such extensive changes in our work rules, there will be disagreements over implementation. We continue to fight in the Union office to uphold the spirit and language that we negotiated in good faith. If you find that the Contract has been violated, please let us know so that we can address the issue properly through the grievance process or other other applicable legal avenues. It is important to remember that although Management has sometimes shown a complete disregard for the Contract that we negotiated in good faith, our Union will continue to take the high road to defend and seek our remedies legally through the Railway Labor Act. It is our hope that Management will follow our lead. It is our hope to move forward in

a spirit of cooperation, but we will only if our hard fought Contract is being upheld for the benefit of our Members.

When our Precinct Captain Program started out it was a wonderful tool to educate, involve, and motivate our Members. The results of our Contract are a clear indication that our PCs worked hard to educate our Members. Because of the success of the PC Program, your Executive Board will be working to develop our PC Program into an ongoing opportunity for our Members to remain involved in the Union. If you have ideas for the restructuring of the PC Program as an ongoing program, please contact your Domicile Executive Board Member. Our Contract Campaign has shown that involved Members are the key to a strong Union, and we need a strong Union every day, not just at Contract time.

It's time to support our International Union. Although their contribution was often behind the scenes, many of our Members do not realize how important the contribution of TWU International was to our Contract Campaign. While some large Unions send International Representatives to negotiate contracts for their Members, TWU International allows Local autonomy with International support. In other words, they let Flight Attendants bargain for Flight Attendant issues while providing us with the much needed resources that allow us to win our fight. Their support assisted us in preserving our Treasury by providing us with the legal, economic, and public relations expertise to win our battle.

Finally, it is most important to continue to direct our energy toward improving and strengthening our Union, Organized Labor, and our Company. We have fought a noble fight that has resulted in a Contract that is good for our Members and our Company. We will face disappointments and setbacks in our Union, but we must face them the same way that we did during Negotiations. We did not agree on all issues in negotiations or the Contract, but we stuck together. Unfortunately, it is at times like these that many Unions turn frustrations inward and attack their Union Leadership or other Members. We must pull together instead of apart, continue to develop leaders, work together to solve problems, and remember that our strength is in our Unity.

It has been a tough battle, but we have succeeded. We have faced and met great challenges together. We have a great future ahead of us, and there is no obstacle that we cannot overcome. We are now leaders in the Labor Movement and it is up to us to refocus our energy, our unity, and our talents to continue to protect the futures of our Members and workers everywhere. We have proven that Unity pays, and by working together, we know that we can accomplish anything.

## The TWU Local 556 Paul Gaynor Scholarship

### PROGRAM OVERVIEW:

Brother Gaynor served as International Representative for Local 556 from our Charter in 1981 to his retirement in 1994. During that time he worked closely with six Executive Boards providing support and counsel on a day-to-day basis. Education was one of Brother Gaynor's primary concerns, and it is also a primary concern of your Executive Board. To that end, on May 20, 1998 the TWU Local 556 Executive Board, working in a partnership with TWU International, established the Transport Workers Union Local 556 - Paul Gaynor Scholarship.

### PROGRAM HIGHLIGHTS:

- Supports extended studies of the Labor movement by Local 556 Members.
- One Scholarship will be awarded.
- Each Scholarship has a maximum value of \$1200.00 per recipient. It can be used for tuition, books, and room and board needed for pursuing a degree in Labor studies.
- Selection is based on capacity for leadership, growth, active involvement, and commitment to the Labor movement.
- This requires a letter of endorsement from a leader in the Local Union or an International Vice President or International Representative.

The person who meets these criteria will already have demonstrated activism on behalf of the Union and talent for and likelihood for future growth and progression in his/her responsibilities in the organization.

### APPLICATION PROCESS:

Application forms are available in the Red Rack in your lounge. Additional forms can be obtained by contacting Scholarship Committee Chairperson, Allyson Parker-Lauck by phone (707) 816-9833 or by email at [aplauck@twuatd.org](mailto:aplauck@twuatd.org).

All applications including form and letter(s) of endorsement must be received no later than **December 1, 2004**. Awards will be announced by December 15, 2004. Notice will be published in UNITY and in the Union bulletin boards in each base.

Address all inquiries to: Thom McDaniel, President  
TWU Local 556  
2520 West Mockingbird Lane  
Dallas, TX 75235



# August 19, 2004

## The Signing of our New Contract

On August 19, 2004, the TWU Local 556 and Southwest Airlines Negotiating Teams met to sign our new Contract, which is effective June 1, 2002 through June 1, 2008. Many of our Precinct Captains, Flight Attendants, supporters, and friends were in attendance at the reception and dinner that followed. Thank you to all whose hard work and perseverance enabled us to achieve an industry leading Contract.



*Both the TWU 556 and the Southwest Airlines Negotiating Teams before the signing.*



*Thom McDaniel speaking after the signing.*



*Colleen making a toast.*





*Herb with your TWU Local 556 Negotiating Team. Standing (L to R): Strategic Advisor Mark Richard, Herb Kelleher, TWU ATD Director Jim Little, TWU International Representative Garry Drummond, and Economist Dan Akins. Seated (L to R): Negotiators Brett Nevarez, Denny Sebesta, Thom McDaniel, Cindy Ritner, and Kevin Onstead.*



*Colleen with DAL Lead Precinct Captain, Deborah Hans.*



*Tammye Walker-Jones and Thom McDaniel signing the Contract.*



*Jim Little, Herb Kelleher, and Garry Drummond.*



*Jim Little with TWU Local 555's Jerry McCrummen, Kevin Carney, and Gary Shults, and Inflight Training's Sarah Schulte.*



*Mark Richard and Cindy Ritner.*

# 3RD QUARTER GRIEVANCE UPDATE

*by Mike Sims - Board Member at Large*

## **ATTENDANCE POINTS**

The number one reason for Flight Attendant terminations at Southwest Airlines is reaching 12 attendance points. Under the Attendance Policy in our Collective Bargaining Agreement, 12 points is termination level. The Local 556 Grievance Committee has handled a record number of termination grievances due to attendance points. In most cases, the terminations could have been prevented by the Flight Attendant.

I am not going to use this space to lecture you about being proactive with regard to your attendance points; I will, however, beg you to do three things NOW:

- #1 - Finish reading my article. It's a pretty darn good one.
- #2 - Go ahead and read the rest of this quarter's UNITY because there is a lot of useful information contained in this issue.
- #3 - Pick up your Contract and read, learn, and know Article 32 - Attendance Policy. Knowing our Attendance Policy may save your career.

I am confident that you will soon know our Attendance Policy thoroughly, but unfortunately, there are many other dynamics in this matter. For instance to the detriment of our Flight Attendants, Inflight Management Personnel continue to make mistakes

- In calculating point totals,
- In issuing progressive discipline, and
- In failing to offer Family Medical Leave (FMLA)

There are Flight Attendants who have been **WRONGFULLY** terminated for reaching 12 points when, in fact, the point totals Management had in their attendance record were incorrect and the Flight Attendant was not at termination level at all.

How would you feel if you were callously terminated, stripped of your ID, forced to give up your Flight Attendant Manual, and escorted off the property? Not only would you feel humiliated, hurt, and angry - but how would you feel when you found out Management was **WRONG** and your termination was a mistake? Yes, this happens at Southwest Airlines, and it happens entirely too often. Our Union Grievance Staff has consistently caught Management's mistakes and the affected Flight Attendants have had their careers restored.

Whenever Management has made mistakes and

fired someone for incorrectly calculated attendance points, you would think that Management would "do the right thing" and immediately reinstate the wrongfully terminated Flight Attendant with full back pay. Unfortunately, that is not always the case. What usually happens is that after the Union conducts a fierce fight to get a wrongfully terminated Flight Attendant's job reinstated, Management will persistently refuse to compensate the appropriate back-pay to the Flight Attendant for the mistakes made by Management. Flight Attendants who are desperate to return to work accept these settlements because in most cases, they believe that they have no choice.

Like I mentioned in the beginning of this section, attendance point terminations can be avoided in most cases. You must keep track of your points. Don't let your points reach an elevated level and you must utilize the resources available to you. One of the most useful resources is Family Medical Leave (FMLA). If you have a chronic condition or a lengthy illness, contact your Supervisor about your eligibility and the process for applying for FMLA or Medical Leave which ever is appropriate. Do not wait until it is too late.

If you have been wrongfully terminated and your case has merit, please know that we will take your Grievance all the way to an Arbitrator to obtain resolution.

## **SCHEDULING ISSUES**

We are all too aware of the continuous violations of our Contract by Crew Scheduling. We have made attempts to work with Management to resolve these issues; however, these violations continue to occur. Flight Attendants:

- Continue to receive unscheduled RONS,
- Are not being returned to their Domiciles on the earliest available flights,
- Are not notified when their flights are cancelled or appreciably delayed, ...and the list of violations goes on and on.

To our dismay, Scheduling continues to violate our Contract as their **first** option to cover flights during irregular operations. The blatant violation of our Contract should not be an option. The continual vio-



lation and abuse of the Contract accomplishes nothing, but creating frustration for the Flight Attendants who are at work and then results in diminished morale in the Flight Attendant group.

Thom McDaniel and I recently met with Donna Conover, Tammye Walker-Jones, along with Director of Scheduling Sheila Tuttle, and Scheduling Assistant Manager Becky Stout. In an effort to avoid filing grievances, we voiced our concerns about the Contractual violations committed by Crew Scheduling and we asked these SWA Leaders to agree to cease the practice of "tossing the Contract out the window" every time irregular operations occur. Unfortunately, we did not return from that meeting with any promises or assurances that the violations would cease.

Realistically, we will have to resolve most these issues in the Grievance Process. If the Company won't listen to us, an Arbitrator will. We will protect our Flight Attendants and we will fight to ensure that Management is abiding by the Contract.

The Company is telling us that part of the problem is that Flight Attendant sick calls are at a record high and there are not enough Reserves to cover trips. If this proves to be true, the Union position is weakened considerably. As this issue of UNITY goes to print, we are currently awaiting the Company's hard data on sick calls. We will further update you when the requested data from the Company is provided.

In the meantime, if you are sick, call in sick. If you are not, fly your trip. Please do not risk the credibility of our Union, undermine our professionalism, or jeopardize your career by utilizing a sick call for anything other than the legitimate purpose.

Anytime, you have a concern about Contractual legalities, or any other issue with Scheduling, it is very important that you call us at the Union office. We need to know about these issues when they happen. As always, please write down the name of the Scheduler and the time of your conversation so we can expedite the resolution of your issue.

### **BOARD OF ADJUSTMENT AND ARBITRATION**

Whenever we have a grievance with the Company and neither party can reach a resolution, the next step is a "Board of Adjustment" (Article 20, of the Contract). The Board of Adjustment hearing is made up of a panel of four people, two of whom are selected by the Union and two who are selected by Management. This panel will serve as 'jurors' and will hear the Union and the Company argue their respective sides of the case. Both the Union and the Company present their cases through the testimony of witnesses and evidential documentation.

Generally, the Union proceeds with grievances to

a Board of Adjustment hearing on a monthly basis. Our track record is sound and we have been able to resolve numerous grievances in favor of our Flight Attendants. In the last year we have presented nine cases. Five were termination cases that were immediately settled in favor of the Flight Attendant(s). In all of these cases the Flight Attendants who had been wrongfully terminated were reinstated.

Four cases deadlocked. A "deadlock" is when the panelists can not agree to a resolution and you have a split decision. Upon deadlock, the parties may request to proceed to arbitration and an Arbitrator will be selected to hear the case again. The Arbitrator will rule and the decision rendered will be binding.

Of the cases that were deadlocked, one grievance never went to arbitration because after hearing all the facts in a Board of Adjustment, the Company and the Union agreed to settle it. In this particular case, the Flight Attendant was reinstated.

The last time we went to Arbitration, the Arbitrator ruled in favor of the Union and the Flight Attendant who was wrongfully terminated was reinstated. Another termination case has been argued before an Arbitrator and we are currently awaiting the Arbitrator's decision.

In another case, a Contractual case that dealt with breaking turns in Open Time, the Board of Adjustment resulted in a deadlock. The case was dropped by the Union after the fact, because the newly ratified Contract language clarifies the issue of breaking up turns in Open Time by stating that it may not be done. The new Contract language nullifies this grievance.

Finally, we were scheduled to present a case before an Arbitrator at the end of August on Management's non-compliance with a previous settlement on notification of Flight Attendants on "Appreciably Delayed Flights". The previously agreed upon settlement stated that if your flight is delayed over 2 hours and 31 minutes, and you are on an RON, Scheduling will call you to let you know. Inflight Scheduling has continued to choose to not abide by the agreement when it is not convenient to them. The Company cancelled the date for the arbitration. If we cannot reach an agreement with the Company soon, we will reschedule.

Funny thing, Scheduling always manages to contact Flight Attendants when they are looking for them. As a matter of fact, Scheduling has been known to instruct hotel vans carrying crewmembers to the hotel, to turn around and go back to the airport because the crew is needed to work a flight. We have also heard stories of Scheduling ordering the desk clerks at the hotels to refuse to check crews into their rooms until the crewmember(s) place a call to Scheduling. Scheduling has numerous other ways to hunt you down when they need you.

*(Continued on page 23)*



# FYI's

by Kathy Anderson  
Recording Secretary



**The FYIs listed below are some of the many changes that have taken affect with our new Contract. It's your responsibility as a Flight Attendant to know your Contractual rights. Please take the time to read and educate yourself on new Contract language. Should you have any questions or need clarification on a specific issue, please contact your Domicile Executive Board Member or the Local Union office at 1800-969-7932.**

**FYI:** If you are a Reserve who calls in sick after being given an assignment, you will be assessed a penalty of half (.5) of a point in addition to the half (.5) point assessed for each day while on sick leave. A Doctor's statement will not remove the half (.5) point penalty assessed for failure to call in sick prior to receiving the Reserve assignment. The half (.5) point penalty will only be removed with record improvement. (**NOTE:** Sick calls on-line will not be assessed the half (.5) point penalty.)

**FYI:** Regarding a Reserve RON on the last day of the month, your Reserve line type will determine whether you will be obligated at the end of the current month for additional days into the new month. If you have only 3-day Reserve blocks, you may be obligated up to a total of three (3) days. If you have 4-day Reserve blocks, you may be obligated to up to a total of four (4) days.

**FYI:** Beginning in October of this year, all overlap adjustments will be made in the new month which pay protects the current month. (**NOTE:** Please refer to the Question and Answer section in the Contract titled "Overlap" to familiarize yourself with the new overlap procedures.)

**FYI:** The new AM/PM Reserve Call-Out system will not be implemented until bidding for the January 2005 schedule. Until that time, all Reserves scheduled to work on the first 3 days of the month will be considered Ready Reserves. Call-Out Reserves must still call Scheduling the night before the beginning of their block for an assignment, or they will be converted to a Ready Reserve.

**FYI:** The Company must offer Productivity Pay a minimum of 6 months during each calendar year. Flight Attendants will be notified through a cover sheet on that month's Bid Packet when a month will be designated as a Productivity Pay month. Flight Attendants will receive an additional \$5.00 for each straight-time TFP over 102 TFPs picked up and flown from Open Time or credited for Reserve.  
**\*NOTE:** Please refer to the Question and Answer section in the Contract titled "Productivity Pay" to familiarize yourself with the new overlap procedures.

**FYI:** If you receive less than 10 hours of crew rest block to block and the pairing is one that terminates in the pairing domicile the day after the illegal crew rest, you may choose to:

- Remain on the pairing and receive Double Time until you receive legal crew rest (11 hours block to block). OR
- Be replaced the first time the pairing returns to the domicile and be paid for the remainder of the pairing.- If taking this option, you must notify Scheduling at least two (2) hours prior to arrival back in domicile.

**FYI:** If you are rescheduled and the reschedule results in more days of flying, you will be entitled to time and one-half for all trips flown above schedule, plus a rig of one trip for each three (3) hours from block-in at the overnight city until thirty minutes after block arrival back in domicile OR a day off without pay in lieu of the rig. (**NOTE:** You must make your choice of accepting the rig or the day off without

pay at the completion of the reschedule).

**FYI:** As of the date of Ratification of the new Contract, all Flight Attendants attending Recurrent Training on July 30 or thereafter will be paid 5.5 for training and .5 for the completion of the R/T Home Study. The Home Study is not considered optional.

**FYI:** Beginning in the October 2004 Bid Packet, all bidding dates have been moved up. They are as follows:

- Line/Primary Bids will be posted no later than noon central time on the 4th of each month and close at noon central time on the 8th of each month. Results will be posted by noon central time on the 10th of each month. Flight Attendants must protest line bid results by noon central time on the 11th.
- Reserve/Secondary Bids will be posted no later than noon central time on the 15th of each month and close at noon central time on the 19th of each month. Reserve results will be posted by noon central time on the 20th of each month. Reserves must protest results by noon central time on the 21st.

(NOTE: Paper bids will remain in effect until at least 03-01-05 when the VRU (phone) bidding system is in place, along with the electronic bidding system.)

**FYI:** During Negotiations, the Union and the Company agreed to a Fatigue Policy in the event a Flight Attendant, while on duty, deems her/himself unsafe to fly or perform the required duties due to fatigue. It is very important that all Flight Attendants understand this policy should only be used for fatigue that is duty-related and not indiscriminately. Should a Flight Attendant ever feel the need to utilize this policy, the Union highly recommends that they read and fully understand it. If you have questions or need clarification, please call the Local Union office. The Fatigue Policy may be found in your Flight Attendant manual under the tab marked "Scheduling".

**FYI:** Although the assessment fee deduction was to be stopped on the August 20th paycheck, Payroll mistakenly deducted the assessment fee from the August 20th paycheck. There will be a \$3.00 rebate issued in reimbursement for the additional deduction.

### **3RD QUARTER GRIEVANCE UPDATE**

(Continued from page 21)

In contrast, seldom do they make any effort to contact you if they have information that might help you. I believe that we as Flight Attendants deserve better treatment than that. It is my sincere hope that the next Manager of the Scheduling Department will make it a primary goal to initiate better "Internal Customer Service" to our Flight Attendants. I will let you know as soon as these matters are resolved one way or another.

In summary, several of our concerns with the Company will have to be resolved through Board of Adjustment and Arbitration. As you can tell, we have more grievances settled in favor of the Flight Attendants than not. Now that we have a newly ratified Contract, we hope that Inflight Employee Resources will "step up to the plate" and settle more of these grievances before we have to take them all the way to Arbitration.

It is a poor use of Company resources and it has a detrimental effect on our Profit Sharing when Inflight Management chooses to ignore our Contract and continue to discipline Flight Attendants without

"just cause". Sure, mistakes will be made. The problem is when a mistake is made, the mistake is blatant, and Inflight Management will not take responsibility for their mistake and they will not make it right. The Inflight Department has the power and the obligation to do the right thing, but they do not always do so. Thank goodness for the Contract and the Grievance process as outlined in Article 19.

### **AND FINALLY...**

Now that the Contract has been ratified, you will be hearing more from the Grievance Committee. It is not my goal to be negative by any means; however, Flight Attendants must know how this process works. They must stay informed, and know that the Union is doing everything possible under the Railway Labor Act and our Contract to ensure that our Flight Attendants are being treated fairly and that Inflight Management is living up to the Contract that has been mutually agreed upon.

If you have any questions or would like to see me write about other Grievance related issues, please email me at [msims@twuatd.org](mailto:msims@twuatd.org). Until next time, stay informed and fly safe.





# SAFETY TEAM REPORT

## *New Certification & Security Programs take shape as regulatory deadlines draw near*

*by Michael Massoni  
1st Vice President and Safety Coordinator*

**F**light Attendant Certification becomes a **mandated** reality on December 12, 2004. One day before that (December 11, 2004) marks the day voluntary Crewmember Self Defense Training will be offered by the Transportation Security Administration (TSA) to all U.S. Based Flight Attendants and Pilots. These two occurrences are significant events when considering the almost thirty year battle for Flight Attendant Certification. Also significant is fact that three years after September 11, 2001, the very first group of individuals to die in the line of duty during those attacks [Flight Attendants] are, as a group, finally being offered some tangible training to protect themselves and the American public they serve.

### **CERTIFICATION PROGRAM:**

In the fall of 2003, Congress incorporated a Flight Attendant Certification requirement under the Vision 100-Century of Aviation Reauthorization Act. Although Flight Attendants perform safety- and security-related functions, they previously had never been certified like Pilots, Mechanics, Aircraft Dispatchers, Parachute Riggers, and others. Congress acknowledged that Flight Attendants perform vital Crewmember functions onboard air carrier aircraft, including emergency functions for aircraft evacuations, fire fighting, first aid, and

response to security threats. Flight Attendants are considered safety-sensitive employees subject to FAA drug and alcohol testing requirements and flight time limitations.

In complying with the Reauthorization Act, Southwest Airlines in conjunction with Local 556's Safety Team, has developed a procedure in which Flight Attendants can quickly and easily provide the requested biographical information electronically. Each Flight Attendant's biographical information will be submitted to the FAA to satisfy the requirements of the Reauthorization Act. The FAA will issue a certificate of demonstrated proficiency to each Flight Attendant who has successfully completed all training requirements as approved by the FAA.

The quickest and most efficient method of supplying your biographical information is to use the automated database that can be found on SWALife.com. You can access SWALife from networked computers in your Base lounges or from your home computer with internet access. Log in to SWALife, click on the Inflight tab, and then on the portlet labeled Flight Attendant Certification. All of the information requested on this form is **required** by the FAA for certification. The form will not be complete until data in each field is supplied.

It is important for all Flight

Attendants to supply the information as quickly as possible since **you will NOT be allowed to fly as a Crewmember past the December 12, 2004 deadline with out being certificated.** This includes those Flight Attendants on any sort of leave and those who give away all trips and don't fly at all. Flight Attendants who have not successfully completed the SWA Recurrent Training Program or Re-qualification Program after January 1, 2003 will need to contact Paula Gaudet, Director Inflight Standards at 214-792-7850, for further information.

### **SECURITY PROGRAMS:**

As was previously communicated (10AUG04 RBF), much has been going on at the TSA in the last 24 weeks in regards to Crewmember security training issues.

A complete re-write of the "Common Strategy" took place in which all stake holders were allowed to comment and suggest changes. The re-write of "Common Strategy" now known as Common Strategy Revised is in compliance with the Aviation & Transportation Security Act (ATSA), pursuant to the Vision 100-Century of Aviation Reauthorization Act and is now considered "Basic" Crewmember security training in order to be in compliance with both of these laws. Common Strategy Revised will be part of R/T 2005 starting in January.

The other requirement of  
(Continued at bottom of next page)

## SAFETY, HEALTH, OR SECURITY INCIDENT?



REPORT IT ONLINE TO



<http://www.ashdi.com>

THE TWU / ITF INCIDENT REPORTING SYSTEM

Carry paper copies of ASHDI incident reporting forms with you, and share them with your flying partners. Download them yourself from the "Safety Reporting" link on the TWU Local 556 website (<http://local556.twuatd.org>). Use the forms to document safety, health and security incidents as they occur. FAX completed reports to Local 556's Safety Team at (214) 357-9870, or just enter the information online using the secure, easy-to-use ASHDI website above. The TWU Local 556 Safety Team will receive an automatic email notification, and will contact you when your report is received.

**"CREATING A CULTURE OF SAFETY FOR  
SOUTHWEST AIRLINES FLIGHT ATTENDANTS"**



**TWU LOCAL 556  
SAFETY TEAM**

## LC1 INFO

*by Lucy White-Lehman  
BWI Executive Board Member*

Recently a memo was sent to all Inflight Base Managers from Provisioning Auditors regarding liquor papers (LC1's). This memo included a list of Flight Attendants for each base who didn't include all LC1's with their daily drop during the month of August. This list also included any complimentary drinks, mis-mixes, spills, etc. Evidently, instruction was given to Supervisors to follow up with Flight Attendants whose names appeared on the list and to document their employee file.

The Company does have the right to manage; however, the problem with this instruction is that the base specific lists were "not all-inclusive" and would only be sent periodically. Supervisors should not document your file and give you verbal counsel based on partial and incomplete information. Management cannot pick and chose which Flight Attendant receives instruction, if the information is not complete and accurate. If you have been contacted by your Supervisor regarding this memo, make sure your file has not been documented. If your file has been documented, it needs to be removed.

Also, please remember to fill out your liquor envelope completely and include the total LC1's dropped.

### SAFETY TEAM REPORT

*(Continued from previous page)*

Vision 100 as well as ATSA is implementation of **voluntary** advanced security training by TSA that includes tactical self-defense maneuvers. This "advanced" training is now known as Advanced Crew Member Self Defense Training or ACMSDT. ACMSDT has an implementation deadline set for December 11, 2004.

When fully rolled out, ACMSDT will be available at no cost to line flying U.S. Flight Attendants and Pilots and will be taught at community colleges at most

domestic domiciles.

Due to the ambitious timeline imposed, TSA held ACMSDT prototype courses in five locations throughout the country: BWI (Alexandria, VA), DAL (Ft. Worth), MCO (Miami), LAX and MDW/ORD. The voluntary 28 hour prototype programs began on August 30 and ran through September 2, 2004. Nineteen SWA Flight Attendants, Local 556 Members and Safety Team Representatives volunteered and attended these prototype classes. Their invaluable input to the TSA will help insure the success of this important safety initiative and a

heart felt thanks goes to each for their continued commitment to Flight Attendant safety and security (see article on page 12 by one of the Southwest Flight Attendants who attended, BWI F/A Lisa Happer).

Look for details on the full roll-out and implementation of ACMSDT around the first of the year with complete course outlines and schedules. Above all please understand that the success of ACMSDT will depend on the amount voluntary participation in the program and we cannot over stress the importance of each and every SWA Flight Attendant's participation.

# ***All you ever wanted to know about waiving deadheads***

*by Marcy Vinyard - 2nd Vice President*



**A**s of the date of ratification, Flight Attendants are able to participate in something we have never been able to do prior to this Contract. We can waive our deadheads. In order to clear up any confusion and to educate Flight Attendants on the new procedures, here are some important tips to keep in mind:

## **IF YOU HAVE A DEADHEAD(S) ONLY ON THE FIRST DAY OF YOUR PAIRING (INCLUDING 900 SERIES PAIRINGS), YOU MUST DO THE FOLLOWING:**

- Contact Crew Scheduling no later than the check-in time of the original pairing in the Domicile.
- Confirm that you are at the outstation from which the first working leg of the pairing departs.
- Advise that you will not be taking the scheduled deadhead leg(s).
- Remain available at the outstation to be contacted by Crew Scheduling up to and until the scheduled departure time of the first scheduled deadhead from Domicile of your original pairing.
- Keep in mind that during that time Crew Scheduling retains the right to reschedule you, if necessary.
- If you are not contacted by Crew Scheduling for a reschedule assignment prior to the scheduled departure time of the first deadhead(s), you will be considered released.
- You will not be compensated for the deadhead(s), nor will any RIG accrue for the deadhead day, unless Crew Scheduling assigns you to a working leg(s) on that day. In such case, your duty day will commence as of the check-in time of the originally scheduled pairing.
- Per Diem and applicable RIGs will be calculated as of the originally scheduled check-in time.

## **IF YOU HAVE A DEADHEAD(S) ONLY ON THE LAST DAY OF YOUR PAIRING (EXCEPT 600 SERIES PAIRINGS), YOU MUST DO THE FOLLOWING:**

- You may contact Crew Scheduling six (6) hours prior to the first

scheduled departure of the last day deadhead(s) to advise Crew Scheduling of your election not to take the deadhead(s).

- Keep in mind that at the time of such call, Crew Scheduling retains the right to reschedule you if necessary.
- In the event that Crew Scheduling does not have a reschedule assignment at the time you call electing not to fly your deadhead(s), you will be released and THR and per diem will cease to accrue.
- No other compensation or RIG will accrue or be credited for that last day of the originally scheduled pairing.
- In the event that Crew Scheduling does assign you to a working leg(s) on that day, your duty day will commence as of check-in time of the rescheduled assignment.
- Per Diem and applicable RIGs will be calculated as of check in time of the rescheduled assignment.

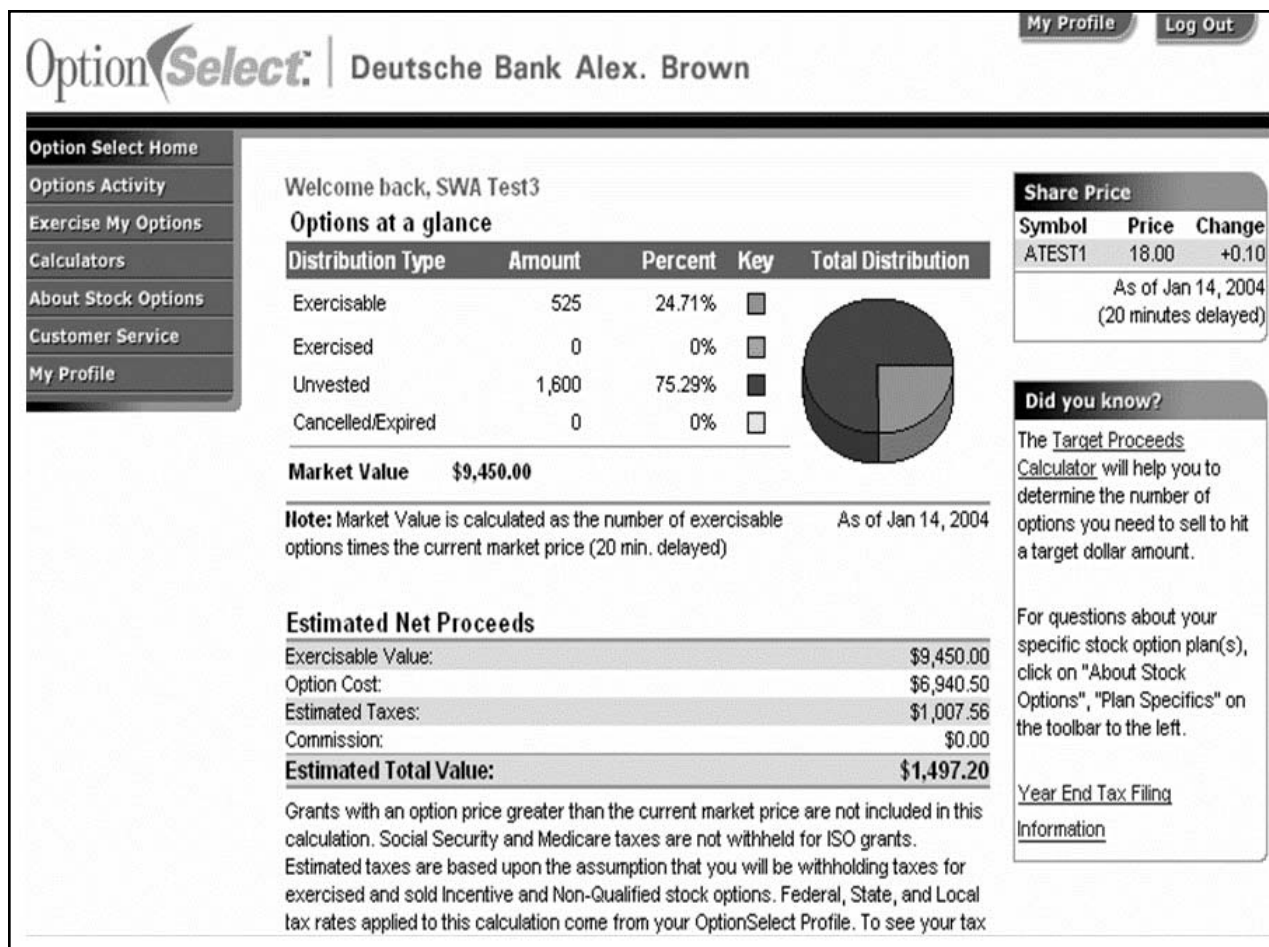
**NOTE:** You may contact Crew Scheduling one time and one time only prior to the above six (6) hour window and Crew Scheduling has the option, but is not required, to release you at that time. In the event Scheduling grants you an early release, all compensation, including per diem and any applicable RIGs, cease to accrue immediately upon release.

## **MISCELLANEOUS:**

- If you have a deadhead at the end of your pairing, you would notify Scheduling at the termination of the last live working leg and you may elect not to fly such deadhead(s) so long as Scheduling does not have a reschedule assignment at that time.
- If you have a deadhead(s) on the first day followed by live working legs on the same day, you would notify Scheduling and you may elect not to fly such deadhead(s). You must contact Crew Scheduling no later than the check-in time of

*(Continued at bottom of next page)*

# YOUR STOCK OPTIONS



By now, all of you should have received the information from Deutsche Bank Alex. Brown (DBAB) regarding your contractual stock options. The graphic above is a sample of the DBAB website which will give you most of the information you will need regarding our Stock Option program - [www.optionselect.db.com](http://www.optionselect.db.com). For more information, call SWA's toll-free number at 866-218-8291 for a Stock Option Specialist, or for technical support, call 800-776-7564 and select option 3. The DBAB hours are 8:00 AM to 6:00 PM Eastern Time, Monday through Friday.

## WAIVING DEADHEADS

(Continued from previous page)

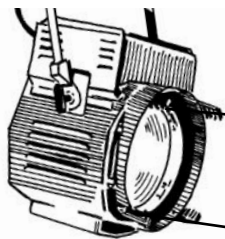
the original pairing in the Domicile and confirm that you are at the outstation. You would then remain at the outstation until the aircraft arrives and then you would complete your pairing as scheduled.

- If you are a Reserve, on the last day of your Reserve obligation, you may, with prior approval from Scheduling, elect not to fly such deadhead segment(s), so long as you are not legal for an additional assignment.
- Keep in mind, when you chose not to take a scheduled deadhead(s), you will not be com-

pensated for the deadhead(s).

- Remember that if you have a 600 series (a 600 series is three (3) full days of flying with a single deadhead on the fourth day), you are allowed to deadhead either earlier or later than the scheduled deadhead. If you are not sure whether your pairing is a 600 series, please call the Union office for clarification.

I hope this clearly explains the proper procedures to follow when waiving deadheads. As always, if you have any questions regarding deadheads, please contact the Union office and we will assist you. The deadhead information can be found in our new Contract in Article 10 and Side Letter 6.



## **"SPOTLIGHT" ON**

# **Sonny Hall**

### ***TWU International President***

*by Thom McDaniel*  
***TWU Local 556 President***

**O**ur "Spotlight" every quarter is focused on an individual who has contributed to our Membership in a significant way. As we look back at our past and look toward our future, no one deserves the "spotlight" this quarter more than our own International President, Sonny Hall who recently passed his gavel to his successor, Executive Vice President Michael O'Brien on September 21 in Los Angeles.

As the son of a 30 year retired New York City Bus Operator, President Hall, or Sonny to all who have the pleasure to know him, has served TWU for 50 years beginning as a Member of Local 100, the largest Local Union of TWU representing nearly 38,000 Members who operate the New York City subway system and both public and private bus lines. Sonny has served in virtually every Union position from Shop Steward on up. He was named President of Local 100 in May, 1985 and subsequently elected to full three-year terms in December 1985, 1988, and 1991. He also served tours of duty in both the Marines and Army.

Sonny was elected International Vice President at TWU's 17th Constitutional Convention in September 1985. He was appointed Executive Vice President by the International Executive Council in January 1989, and was elected to that post for a four year term at the Union's 18th Constitutional Convention in

October 1989. Sonny was elected International President at the Union's 19th Constitutional Convention in October 1993, reelected in 1997 and 2001 and has held that position until his recent retirement.

Under Sonny's progressive leadership, TWU has dramatically expanded its political action, education, civil rights, research, women's, and communication departments. These important accomplishments have been achieved because of Sonny's focus on developing new leaders with innovative ideas. Recently, Sonny promoted our very own Local 556 Member Portia Reddick to the position of International Representative in the Legislative Action department and Local 555 President Gary Shults to the position of International Representative in the Air Transport Division. These two SWA leaders have done a great job representing SWA employees and will continue to expand their roles as leaders in our International Union.

In addition, due to a strong commitment to organizing, our TWU Membership has grown 30 percent by over 30,000 Members giving us a total of 135,000 Members during Sonny's tenure as President at a time when virtually every other Union has lost Members.

Sonny has also served as President of the AFL-CIO Transportation Trades Division representing two million transportation workers and currently serves on the AFL-CIO Executive Council representing all organized



workers. Sonny has served on numerous Foundations and Advisory Boards and is the recipient of the Ellis Island Medal of Honor Award.

Throughout Sonny's career, he has been a great labor leader for TWU and a great friend to Local 556. Several months ago, I traveled to New York with BWI Domicile EB Member Lucy White-Lehman for a meeting with Sonny to discuss our Negotiations and the need to ramp up our efforts. Sonny realized the importance of a fair Contract to our Members, recognized how hard we were fighting, and took the action to help us get it. He was fully supportive of our campaign and as a result, TWU underwrote a significant portion of our recent Contract Campaign including Precinct Captain meetings, our advisor fees, and advertising expenses including our Philadelphia campaign as well as pledging community and political support. The result was an industry leading Contract for our Members that will help all TWU Members in the



future.

As labor leaders, we can all learn a valuable lesson from Sonny's legacy. Through every position he has held, he has always credited the successes of our Union to our Members. Throughout his long career, Sonny has faced many external and internal challenges where he could have taken a political stand as the easy way out of a problem, but has instead been led by what was best for the Membership even it meant taking an unpopular stand. Along with those unpopular stands have come disagreements with Members and other Officers. In spite of those disagreements, Sonny has valued solidarity above any rift with his motto "We don't have to see eye-to-eye to stand shoulder to shoulder."

We are truly lucky to have served under the lead-

ership of Sonny Hall. He has provided us with a rich past that we have grown from and a bright future that we can build on. Upon retirement, Sonny said, "'I did my very best. I am proud of what I have accomplished and I am proud that I have respected every T.W.U. Sister and Brother, even when we disagreed. Mike (O'Brien) is an excellent leader who will continue and expand the growth of T.W.U. and protect the rights and jobs of every T.W.U. Member."

Sonny will be moving on to retirement with his wonderful wife Maureen and his two beautiful grandchildren Skylar and Kolby, but we will always be grateful for his leadership and example to TWU and Local 556. Thank you Sonny for helping to build a strong Union. We won't let you down and your "spotlight" will continue to shine in the hearts of all of our Members.

## **TWU LOCAL 556 LEADERSHIP TEAMS**

*You can contact any of the following Members of the TWU Leadership Teams by calling the Union Office Monday through Friday, 9:00 AM - 5:00 PM Central Time. The local number in Dallas is 214-352-9110, or the toll-free number is 800-969-7932. The Union Fax number is 214-357-9870.*

### **TWU LOCAL 556 EXECUTIVE BOARD:**

President: Thom McDaniel  
1st Vice President: Michael Massoni  
2nd Vice President: Marcy Vinyard  
Financial Secretary: Tom Mitchell  
Recording Secretary: Kathy Anderson  
Executive Board Member, BWI: Lucy White-Lehman  
Executive Board Member, DAL: Karen Amos  
Executive Board Member, HOU: Stacy Martin  
Executive Board Member, MCO: Jimmy West  
Executive Board Member, MDW: Bunkie McCarthy  
Executive Board Member, OAK: Mark Torrez  
Executive Board Member, PHX: Bill Bernal  
Executive Board Members at Large:  
Allyson Parker-Lauck and Mike Sims

### **TWU LOCAL 556 STAFF:**

Shae Grajeda  
Madeleine Howard  
Tanya McGrath  
Amy Montgomery  
Becky Parker  
Gayle Ross  
Michelle Zenici

### **Attention all Military Flight Attendants**

TWU Local 556 is joining other Unions to compile information on benefits for employees who are also performing Military duty.

If you are currently serving our country in a Guard or Reserve Unit, please contact Karen Amos in the Union Office at 800-969-7932.

**The fourth annual  
TWU Toy Drive will  
be taking place in  
November and  
December. Look  
for more details in  
the November  
issue of UNITY  
Update.**

## UNION UPDATE

### AGENCY FEE POLICY

**The following is the T.W.U.'s Agency Fee Policy. We are required by law to post this to make you aware of its existence. Please read it carefully, it is self explanatory.**

**Transport Workers Union of America,  
AFL - CIO  
Agency Fee Policy**

1. Any TWU represented non-member employee, whether publicly or privately employed who is subject to a union security clause conditioning continued employment on the payment of dues or fees, has the right to become an objector to expenditures not related to collective bargaining, contract administration, grievance adjustment or other chargeable expenditures. A current TWU member who chooses to become an objector must assume non-member status prior to filing an objection through these procedures. An objector's fees shall be calculated in accordance with this Policy.

2. To become an objector, a TWU represented non-member employee shall notify the International Secretary/Treasurer, 80 West End Avenue, New York, New York 10023, in writing of his individual objection by mail postmarked during the month of January each year. A copy of this notice shall also be mailed to his Local Union. Such employees desiring to object, but who were unable to make timely objection because they were not subject to a TWU union security clause as of January, must make an objection within thirty (30) days after becoming subject to union security obligations and receiving notice of these procedures. The objection shall be signed and shall contain the objector's current home address and TWU Local Union number, if known. Objections may only be made by individual employees; no petition objections will be honored. A person who wishes to continue an objection in a subsequent twelve (12) month period shall provide notice of objection each January in the same manner.

3. The following categories of expenditure are chargeable to the extent permitted by law.

a. All expenses concerning the negotiation of agreements, practices and working conditions.

b. All expenses concerning the administration of agreements, practices and working conditions, including grievance handling, all activities related to arbitration, and discussion with employees in the bargaining unit or employer representatives regarding working conditions, benefits and contract rights.

c. Convention expenses and other normal Union internal governance and management expenses.

d. Social activities and Union business meeting expenses.

e. Publication expenses to the extent coverage is related to chargeable activities.

f. Expenses of litigation before the courts and administrative agencies related to contract administration, collective bargaining rights and internal governance.

g. Expenses for legislative, executive branch and administrative agency representation on legislative and regulatory matters closely related to the negotiation or administration of contracts and working conditions.

h. All expenses for the education and training of members, officers and staff intended to prepare the participants to better perform chargeable activities.

i. Other costs of group cohesion and economic action, e.g., demonstrations, general strike activity informational picketing, etc.

j. An appropriate portion of overhead and administrative expenses.

4. Each December in the EXPRESS, the International Union shall publish these policies and procedures to provide notice to TWU represented employees of their right to object and the procedures for objecting. The International shall also send a copy of these policies and procedures to each person who objected the previous year to inform the person of his or her right to renew the objection for the current year.

5. The International shall retain an independent auditor who shall submit an annual report for the purpose of verifying the percentage of expenditures that fall within the categories specified in paragraph 3 above. Similarly, if the Local Union has adopted these procedures for application to its total fees, the Local Union shall arrange for the audit of the records of the Local Union which will enable the Local Union to verify annually the percentage of the Local's total expenditures other than the International per capita tax that is chargeable to objectors.

6. The fees paid by objectors shall be handled as follows:

a. Objectors who pay fees by hand shall pay an amount less the percentage of dues, both International and Local, ascribed by the audit (described in #5 above) to non-chargeable activities. The balance shall be placed in an interest

bearing escrow account. The Local shall place its share of the fee in such an account, and forward the objector's share of per capita fee to the International, which shall place said fee in an interest bearing account.

b. Objectors who are paying fees by checkoff shall continue to have a fee equal to full Union dues checked off by the employer and transmitted to the Union. The Local shall place its share of the fee in an interest bearing escrow account: the International shall do the same.

c. Following completion of the audit (described in #5 above) for a given year, both the Local and the International shall rebate to each given objector an amount equal to such fees held by the Unions in escrow which were ascribed by the audit to non-chargeable activities (said amount shall be zero for a hand fee payer, if the year's percentage of non-chargeable activities does not exceed the prior year's).

d. If the objector does not challenge the validity of the audit pursuant to #8 below within the allotted time, the fees still held in escrow shall become the property of the appropriate Local Union or the International. If a challenge is filed, the fees held in escrow shall continue to be so held until the challenge is resolved in accord with the procedures referred to below, at which time the fees shall be distributed in accord with said resolution.

e. Objectors filing objections in January of 1992, in addition to paying fees in the manner set forth above, shall receive rebates from the International and their Local Union for the year 1991, based upon the audits (see #5 above) for the fiscal year ending in 1991, as they may be modified by the procedures set forth below.

7. The report(s) of the independent auditor(s) for both the International and Locals shall be completed as soon as possible following the end of the fiscal year. The report(s) shall include verification of the major categories of Union expenses attributable to chargeable and non-chargeable activities. The results of the audit(s) for the International and Locals which have completed them shall be published in the EXPRESS in the first issue following completion of the International's audit. Other results shall be similarly published as soon as they are available. Both the International and Locals shall provide to all non-member employees who are represented a copy of their auditor(s) report(s).

8. In the absence of an exclusive statutory review procedure, each objector may challenge the legal and arithmetical bases of the calculations contained in the independent auditor report(s) by filing an appeal with the

## UNION UPDATE

### AGENCY FEE POLICY - Continued

International Secretary/Treasurer, together with notice to his Local Union. Non-member challengers in bargaining units covered by the National Labor Relations Act shall also have the right to seek a determination of any issues relating to these procedures by invoking the jurisdiction of the National Labor Relations Board. If such a challenger chooses not to invoke the Board's jurisdiction, or if the Board defers to these appeal procedures, the non-member challenger's with the International Secretary/Treasurer postmarked no later than thirty (30) days after the later of the following two dates; the date the International Secretary/Treasurer has forwarded a letter to the challenger acknowledging receipt of the challenger or the date the National Labor Relations Board affirmatively declines to assert its review jurisdiction.

9. Except where State law provides an exclusive statutory review procedure or when a challenger proceeds before the National Labor Relations Board, as set forth in paragraph 8, all such challenges received by the Union within the time limits specified above shall be determined by expeditious referral to an impartial arbitrator appointed by the American Arbitration Association ("AAA") under its rules for impartial determination of Union fees as modified and approved by the courts and these procedures. The International Union will notify the AAA that challenges of its fees, which have been received from one or more individual employees, are to be determined by an impartial arbitrator and will include the names and address of the individuals who have filed their appeals challenging the Union's fees and who should be notified of the proceedings. Thereupon, in accordance with its rules, the AAA will appoint the arbitrator to the case, notifying the Union and the other participants.

a. All appeals shall be consolidated and heard as soon as the AAA can schedule the arbitration. All procedures challenging the International's fee determinations shall take place in New York City, and the parties shall be the appellants and the International. All other procedures (i.e., fee determination of Locals) shall be at a location selected by the AAA to be the most convenient for those involved in the proceeding; the parties shall be the Local Union and the appellants.

b. Each party to the arbitration shall bear their own costs. The challengers shall have the option of paying a pro rata portion of the arbitrator's fees and expenses. The balance of such fees and expenses shall be paid by the Union party to the proceeding.

c. Challengers may, at their expense, be

represented by counsel or other representative of choice. Challengers need not appear at the hearing and shall be permitted to file written statements with the arbitrator instead of appearing. Such statements shall be filed no later than the beginning of the hearing before the arbitrator. Post-hearing statements may be filed in accordance with the provisions of paragraph 9(g) below.

d. Fourteen (14) days prior to the start of the arbitration, challengers shall be provided with copies of all exhibits - or a list of all such exhibits intended to be introduced at the arbitration by the Union party and a list of all witnesses the Union party intends to call, except for exhibits and witnesses the Union party may introduce for rebuttal. Where a list of exhibits has been provided, the challenger shall have a right to receive copies of such exhibits by making a written request for them to the International Secretary/Treasurer (where the International is the Union party) or to the Local's Financial Secretary/Treasurer (where the Local is the Union party). Additionally, copies of all exhibits shall be available for inspection and copying at the hearing.

e. A court reporter shall make a transcript of all proceedings before the arbitrator. This transcript shall be the only official record of the proceedings and may be purchased by the challengers. If challengers do not purchase a copy of the transcript, a copy shall be available for purposes of inspection by challengers, at the Union party's headquarters during normal business hours.

f. The arbitrator shall have control over all procedural matters affecting the arbitration in order to fulfill the dual needs of an informed and an expeditious arbitration. The arbitrator shall set forth in the decision the legal and arithmetic bases for the decision giving full consideration to the legal requirements limiting the amount objectors may be charged. In the event that the arbitrator should decide that a challenge was without good faith justification or that it was frivolous, he shall have the authority to require the challenger to pay all, or part, in his discretion, of the arbitrator's fees and expenses.

g. Each party to the arbitration shall have the right to file a post-hearing statement within fifteen (15) days after both parties have completed submission of their cases at the hearing. Such statements may not introduce new evidence nor discuss evidence not introduced in the arbitration. The arbitrator shall issue a decision within forty-five (45) days after the final date for submission of post-hearing statements or within such other reasonable period as is consistent with the AAA rules and the requirements of law.

h. The decision of the arbitrator shall be final and binding with respect to all findings of fact supported by substantial evidence on the record considered as a whole and on other findings legally permitted to be binding on all parties.

i. Upon receipt of the arbitrator's award, any adjustment in favor of the challenger will be made from the escrow account. Any Local Union that is required by law to have an agency fee policy, but which has failed to adopt such a policy, shall be deemed to have adopted this "Agency Fee Policy" as its own; the December issue of the EXPRESS shall enumerate those Unions which have thus adopted this policy. Any Local Union which fails in a given year to conduct an independent audit of expenditures in accord with paragraph 5 above, shall be deemed to have spent the same percentage of its expenditures on chargeable activities as the International was determined to have spent for that year, provided that objectors shall have the right to use the procedures set forth in paragraph 8 and paragraph 9 above to assert that the Local Union spent a lower percentage of its expenditures on chargeable activities than did the International; the Local Unions thus bound by the results of the International's audit shall be enumerated in the same issue of the EXPRESS that publishes the results of the International's audit.

11. The provisions of this procedure shall be considered legally separable. Should any provision or portion thereof be held contrary to law by a court, administrative agency or an arbitrator, the remaining provisions or portions thereof shall continue to be legally effective and binding. If, after consultation with each other, the President of the International Union or the Local Union President determines that modifications in this procedure are necessary to maintain its compliance with applicable law, such modifications may be made in accordance with the Constitution of the International Union or the Bylaws of the Local Union.

12. An objector shall have neither a voice nor a vote in the internal affairs of the Local Union or of the International Union which includes, inter alia, the ratification of a collective bargaining agreement, whether or not it covers his or her employment.

13. Use of the male gender in these procedures shall be deemed to include the female gender.

ADOPTED by the INTERNATIONAL  
ADMINISTRATIVE COMMITTEE  
November 1, 1991  
AMENDED: September 19, 1996

**"If there is no struggle,  
there is no progress."**

Frederick Douglass, Abolitionist/Editor  
1818 - 1895

**Thanks to all of the Members of TWU Local 556  
for being part of the struggle. Together, we  
made a difference.**