

October 2008

# UNITY

DON'T FEAR THE  
GRIEVANCE PROCESS;  
OUR TEAM WILL SAFELY  
GUIDE YOU THROUGH IT





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 first of the month prior to the month of 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

About 3 years ago, "The Grievance Process" was a theme for UNITY Magazine. We received a lot of very positive feedback from that issue, and since we have a lot of new Members, and since education is always one of our primary objectives, we thought it was about time that we revisit this important topic. Some of you may think, "Hey, I keep my nose clean, I won't ever need to file a grievance". The fact is that even for those of us who always strive to be the best Flight Attendants we can be, sometimes the Company violates the Contract, and sometimes we might find ourselves in the middle of a bad situation by no fault of our own, and filing a grievance is the only way to right this wrong.

In this issue, President Thom McDaniel explains the history of "Fly Now, Grieve Later" (and why this phrase is NOT part of our Contract). Our Grievance Chair, John Parrott, gives us an overview of the entire grievance process from start to finish, and 2nd Vice President Stacy Martin goes further into the last stages of the process, Board of Adjustment and Arbitration.

On a sad note, just as we were going to print with this edition of UNITY Magazine, our Local received the news that Paul Gaynor, former TWU International Representative and International Vice President, passed away. Brother Gaynor's leadership was instrumental in organizing our Local, in negotiating our early Contracts, in getting rid of the hot pants, and in serving as a mentor and role model for our Local's Leadership. Brother Gaynor was loved by his family and friends as well as his many Union Brothers and Sisters. He will be missed. Look for a story celebrating the life of Brother Gaynor in an upcoming publication.

In solidarity,

Allyson Parker-Lauck

TWU Local 556 Board Member at Large and  
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## FEATURES:

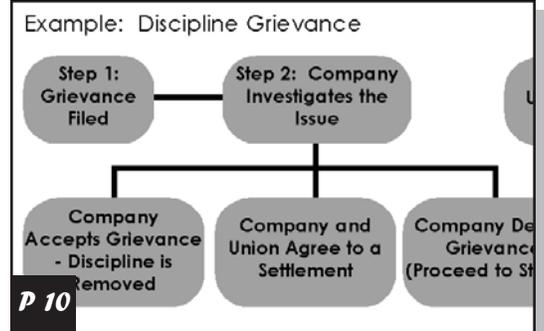
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**On our Cover:** Front Cover design by Kyle Whiteley. Pictured, John Parrott



# President's Page

by Thom McDaniel - TWU Local 556 President

When talking with Members about Negotiations and reviewing comments from our Survey,

many people mentioned to me that they would like to get rid of "Fly Now, Grieve Later" in our Contract. Since the theme of "UNITY" is the grievance process, I can't think of a better place to correct this misunderstanding about this often used and abused phrase.

First of all, the term "Fly Now, Grieve Later" is not contained in our Contract. It is simply an easy expression to remind our Members that you cannot refuse to fly if you disagree with an assignment that you are given by Scheduling.

The principle of "Fly Now, Grieve Later" comes from The Railway Labor Act of 1926 (RLA). At that time railroads were the most critical form of transportation of people, cargo, and mail in the country. The RLA was amended to cover the emerging airline industry in 1936.

The RLA was passed as a way to end "wildcat strikes". Both sides won with the RLA as railroad and later airline workers won the right to form Unions, negotiate, and have a grievance system, and railroads and airlines won the right to keep commerce from being disrupted without going through a lengthy and complicated process.

The RLA divides Labor/Management disputes into two categories – "major disputes" such as contract negotiations and "minor disputes" that include grievances.

In our Union, the process for major disputes was demonstrated with our 2002 Contract Negotiations. While Negotiations lasted well over two years, we were still only in the middle steps of resorting to "self-help" or a strike. Even with that considerable period of time, we had only scratched the surface of the major dispute resolution process, and while our disagreements were considerable, our planes kept flying, our Customers were not impacted, and we reached an agreement that was good for all. It goes without saying that I hope it doesn't take nearly that long in the current round of bargaining.

In minor disputes, Congress decided that keeping commerce moving is vital to the public

interest. As a result, Congress mandated that when disputes arise in the workplace, airline workers must "Fly Now, Grieve Later". There are a few exceptions to this including the fact that workers are not required to perform tasks that they reasonably believe to be unsafe. Workers are also not required to perform work when the request is "clearly" a violation of the contract, however courts have interpreted it to mean that if the company can make a reasonable claim that the contract justifies their request, whether they are right or wrong, the employees should err on the side of performing the work and grieving the incident through their Union.

What does this mean to you? It means basically that you cannot refuse an assignment from Scheduling or a reasonable request from Management; however, if you disagree, you do have the right to resolve the issue through the grievance process with your Union. Also, please understand that although the RLA terminology refers to grievances as "minor disputes" our Union takes any violation of our Contract seriously and will fight to resolve it for you. Also remember that if you are given an assignment that endangers your safety or violates Federal Aviation Regulations (FAR), make the Scheduler aware of it, and if it is not resolved by them, call the Union immediately.

Finally, I'd like to mention that I am about the luckiest guy in the world. In addition to having great family, great friends, a great Company, a great Union and the honor of representing the best Flight Attendants in the world, I made it through Hurricane Ike with little damage. I know that many of our Employees and Customers were not so fortunate and suffered great losses. Houston, Galveston, and the surrounding areas look very different now, but one thing will never change – our People. I extend a huge thanks to our Employees, our Company, and our Union for working together through the disaster to take care of each other.

We have the grievance process to resolve disputes, but I believe that when we work together cooperatively as we did during this hurricane, keep our promises to each other, use common sense, and do the right thing, the grievance process can be reserved only for the few times when we simply cannot agree.

# Calendar of Events:

What's going on in your Union?

## Crew Member Self Defense Training Schedule

To enroll in the CMSDT Program, simply select the location of your choice from the list below and call or write the designated point of contact. They will provide you with all necessary details and requirements for attendance, and assist you in enrolling in a training date of your choice. Dates, locations, and contact information are available on [www.twu556.org](http://www.twu556.org) (click "Resources", then "Crew Member Self Defense Classes"). Upcoming classes are available in the following cities:

<p><b>Atlanta, GA:</b> Nov. 3, 15; Dec 5, 13 Contact: Wally Weihe wweihe@gpc.edu; 678-891-3016 Contact: Jackie James jjames@gpc.edu; 678-891-3018</p>	<p><b>Baltimore, MD:</b> Nov. 6, 11, 19; Dec. 1, 11, 17 Contact: Janine Bailey jebailey@aacc.edu; 410-777-2942 Contact: Dawn Carter ddcarter@aacc.edu; 410-777-2928</p>	<p><b>Charlotte, NC:</b> November 15, 24 December 6 Contact: Mary Ferracci mary.ferracci@cpcc.edu 704-330-4117</p>
<p><b>Chicago, IL:</b> Nov. 5, 10, 17; Dec. 1, 8, 15 Contact: Jonna Brodersen jbrodersen@ccc.edu; 773-481-8861 Contact: Chris Wilkerson cwilkerson@ccc.edu; 773-481-8842</p>	<p><b>Dallas, TX:</b> Nov. 7, 10 Contact: Paula Stubblefield Paula.Stubblefield@tccd.edu 817-515-7770</p>	<p><b>Denver, CO:</b> Nov. 18; Dec. 8 Contact: Michael Carter Michael.Carter@ccaaurora.edu 303-340-7211</p>
<p><b>Houston, TX:</b> Nov. 11, 25; Dec. 9, 18 Contact: Deb Pruitt debra.l.pruitt@lonestar.edu 281-260-3598</p>	<p><b>Los Angeles, CA:</b> November 20 Contact: Brad Young youngbj@lahc.edu; 310-223-4066 Contact: Arlene Bailing bailinal@lahc.edu; 310-233-4070</p>	<p><b>Miami, FL:</b> Nov. 5, 13, 18, 22; Dec. 4, 11, 20, 30 Contact: Shawnee Fross sfross@mdc.edu; 305-237-1347</p>
<p><b>Newark, NJ:</b> Nov. 6, 11, 20, 25; Dec. 2, 9, 18 Contact: Mary Beam pacademy@essex.edu 973-877-4350 Contact: Rocco L. Miscia miscia@essex.edu; 973-877-4352</p>	<p><b>Orlando, FL:</b> Nov. 5, 12, 19; Dec. 3, 10, 17; Contact: Brenda Townsend btownsend@valenciacc.edu 407-582-8213 Contact: David Heffernan dheffernan@valenciacc.edu 407-582-8212</p>	<p><b>Philadelphia, PA:</b> Nov. 14; Dec. 15 Contact: Nan Smith nsmith@dccc.edu; 610-359-7355</p>
<p><b>Phoenix, AZ:</b> Nov. 7, 22; Dec. 5, 19 Contact: Ron Sterrett, M.Ed. ronald.sterrett@riosalado.edu 480-517-8461</p>	<p><b>San Francisco, CA:</b> Nov. 3, 11, 20; Dec. 1, 9, 18 Contact: Janel Hadden jhadden@ccsf.edu; 415-550-4428</p>	<p><b>Washington, DC:</b> Nov. 3, 17; Dec. 8; Jan. 12 Contact: William Gary wgary@nvcc.edu; 703-323-2399 Contact: Janis Shellington jshellington@nvcc.edu; 703-323-2399</p>



## BWI

*by Audrey Stone,  
BWI Executive Board  
Member*

Summer has ended, and what a busy one it was! Thanks to everyone who made my transition into this new role an easy one. We had many Union activities in BWI, two of which were system-wide. Many of you made your voices heard during our Contract Action Team videotaping project. Check out the results on the TWU 556 website, [www.twu556.org](http://www.twu556.org)! Most recently we helped host the 555/556 Picnic and some of you braved the rainy weather to join us on the ramp for food. Between these events, your Negotiating Team came through for a base tour.

Here in BWI we have some good things to report. Unlike some of the other bases, our lounge has been completed and is no longer under construction. Despite the far away location, we have a safe Employee lot to park in. There have been ongoing concerns because of long delays waiting for a shuttle. Complete an IR immediately if a shuttle delay causes you to MBL.

Since Jamie Willard joined us, she has been working on the staffing issues in the BWI office to fill all open positions. We were almost there, but I am sad to report that Annie Simkins, one of our newest Supervisors, is no longer working here. She brought a sunny disposition to the office that will be sorely missed. Jamie has pledged to increase Customer Service and address any training issues that come up. We have been meeting regularly to talk about base issues, and will continue to do so. I hope that you all will be able to notice these changes, and that BWI's longstanding reputation is turning around!

Speaking of reputations... please try to handle problems you may have with Crew Members directly. Know that if you write them up, you are starting a chain of events that could end with someone receiving discipline. Please don't let personality differences blow up into allegations that could involve discipline until all other avenues have been exhausted. If you need to talk to someone, utilize Professional Standards first at **888-322-3735**. If you have any questions or concerns, call me at **410-262-9110** or email me at [bwi-debm@twu556.org](mailto:bwi-debm@twu556.org).



## DAL

*by Gwen Dunivent,  
DAL Executive Board  
Member*

Good news Dallas! Our elevator construction is on schedule and should be completed by the end of November at the latest. This year has certainly flown by (no pun intended) and it is hard to believe we are approaching the holidays. The Company has assured us that we are adequately staffed for the season, and there will be no four day trips over the actual holidays. The coming holiday season also brings our annual Toys for Tots drive. Last year you were incredibly generous and I am confident for the children's sake that this year will bring more of the same. The Toys for Tots drive kicks off in early November and runs through mid-December, so please keep an eye out for the posters and go ahead and start shopping!

As predictably as the seasons change, so do some of the faces in our Base Leadership team. Sandi Ray, hired in 1995, comes to the team from Initial Training, replacing Shannon Hiatt who has taken a Supervisor II position in Houston. Chris Melchor, hired in 1997, is a former Oakland Supervisor and has replaced Dawna Edinburg. Steffanie Rivers, hired in 2006, comes from BWI to replace Keysha as Coordinator I. We also have a new DAL Station Manager, Karen Matsler, who previously managed St. Louis.

We also are proud to announce our newest Shop Stewards for Dallas. They are Deborah Danish, Kimberly Colmenares, Shae Grajeda, and Tanya McGrath. These new Stewards were nominated, elected, and trained at the August Membership Meeting. Please congratulate them when you see them out on line. And try to attend our Membership Meetings, you never know what fabulous opportunities and information you may miss by not being there.

And speaking of missed opportunities, I sure hope you all get out and vote in the very important election that is happening on Nov. 4th. This election provides a long-overdue opportunity to help return our amazing country to the working people who built it. As always, it is my honor to represent you, and I would love to hear from you.



by Michael McNeil,  
HOU Executive Board  
Member

**E**ditor's Note: Michael McNeil wasn't able to submit a Domicile Report for this issue of UNITY Magazine due to Hurricane Ike. Like many of you, Michael was adversely affected by the hurricane and was without power and had no internet or phone service during the period of time prior to publication.

Our thoughts and prayers go out to each of you who were affected by the hurricane. The Union Office has received many calls regarding payroll issues caused by flight cancellations. If any of you continue to have unresolved payroll issues, please call the Union Office at **800-969-7932** so that we may assist you.

We would like to take this opportunity to thank those of you who were able to help out during this difficult time for the Houston Base and for Southwest Airlines' operations. So many of you who were not affected by the storm stepped up to the plate to help cover flights in and out of base. It is this spirit that shows that Southwest's Flight Attendants truly are the best in the industry.

We know it has been a very trying time for Houston commuters due to the lack of availability of hotel rooms. Hotels throughout the city have been full after the hurricane providing housing for displaced families and relief and construction workers. Many thanks to those of you who have offered your homes and crashpads to help the commuters find a place to rest. Hotel rooms are expected to continue to be scarce through November, so if you are able to provide a place for commuters to stay, please post a note on the HOU bulletin board, and notify the HOU Inflight Base and the Union Office so that we can help pass the word. Hopefully, it won't be too much longer until families are back in their homes and hotel rooms begin to become available again.

We will be reserving room in the November issue of UNITY Update for a HOU Domicile report, so don't worry, you'll be hearing from Michael soon.



by Kevin Onstead,  
LAS Executive Board  
Member

**H**ey Las Vegas! We've made it through a long hot summer. The summer ended with a joint 556/555 Labor Day BBQ held on the patio outside of Operations. With the help of our Union Brothers and Sisters in TWU 555 we cooked 700 hamburgers and 320 Hot Dogs. This allowed us to provide meals not only for the Flight Attendants, But also for our fellow Employees in Ramp, Ops, and Provisioning. We were also able to get 180 meals to the Crews on the planes as they arrived in LAS. We didn't get to every Plane, but we did get to as many as possible.

We have some important news for those Flight Attendants that commute to LAS. LAS Airport Management has informed our Base Management that starting in late October or early November, one of the primary runways we use will be shut down for resurfacing. What this means is that under certain infrequent weather conditions, you may experience significant delays into and out of LAS. Please plan accordingly. It is still possible that the resurfacing may be further delayed. Keep an eye on the LAS page on [www.twu556.org](http://www.twu556.org) and check the RBFs for updates.

On a happier note, our parking challenges will soon be over in LAS. Beginning in January we will be moving to the new Economy Parking Lot. The lot will be accessed using a "Prox" Card System and the price will stay at \$40/month. The shuttle service will be run by the Airport and they will have multiple shuttles running continually. The shuttles will depart from their normal stop in the parking garage at Zero Level. One thousand of the five thousand spaces will be allocated to "Air Crews" this should provide more than enough spaces for all LAS Flight Attendants and Pilots. Please remember, between now and January we will operate under the current arrangement. If you notice any lapse in service as we draw closer to January immediately notify me and our Base Management. Have a great fall, and fly safely.



by Susan Kern,  
MCO Executive Board  
Member

It's almost November 4 - MAKE SURE TO VOTE! Hopefully you applied for an absentee ballot; if not, check with your local Election Board to find out about Early Voting. Take time to research the amendments on your ballot. Use the Google search feature and read up on the pros and cons. Make sure you investigate both sides of the issue, and use multiple sources to help you make up your mind. Then get out there and vote!

Orlando has been fairly quiet of late. We are fully staffed with Supervisors, but are still waiting to fill Jenny Kaminsky's vacant Assistant Base Manager position. Brian seems to be settling in quite nicely, and I know he has appreciated the warm welcome. The new People Department is open, and should have badging abilities before the end of November (no more going to BWI for that new badge!).

I'd like to remind people that although you don't have to like everyone you work with, it is important that you remain professional and just do your job. I had many- I repeat, many- fact finding meetings this summer over issues of personality conflict. Rise above it. Take the high road. Make a personal "do not fly" list. Do whatever it takes, but don't let it devolve into arguments and write-ups. No one ever comes out looking good, and I don't care how much "in the right" you feel you have on your side- it always takes 2 to tango, and I have yet to see a case where one side was totally innocent of escalating the situation. If it's an issue of safety, that's a different conversation, but don't use the write-up to show how "difficult" someone was to work with. Professional Standards is a confidential service that keeps the Company out of the loop - there's no shame in using their services. Their toll-free number is **888-322-3735**.

Fly Safely, Orlando, and see you online!



by Kyle Whiteley,  
MDW Executive Board  
Member

In case you haven't heard, we're getting a new Base Manager here in MDW. I've had the opportunity to get to know Dave Kissman in his role as Regional Director and look forward to working with him as our new Base Manager. While Reen came to us with a reputation, she really did a nice job of looking out for our Flight Attendants in times of need. I believe Reen has grown as a Base Manager while she has been here in Chicago, and I wish her the best for her return to Oakland.

We are again getting ready to kick-off our annual Toys for Tots campaign. With the events happening in the Gulf Coast, and the economy being as it is, I believe that the Marines will need our help more than ever this year. If you are able, please bring a new, unwrapped toy to the lounge, and drop it off in the collection boxes. If you would like to make a monetary donation instead, please leave a check or money order made out to Toys for Tots in my mailbox (35350).

The city of Chicago has created a reverse 911 system called, Notifychicago. This is a system that sends you notice of emergency and non-emergency events in the Chicago area. Visit [www.notifychicago.org](http://www.notifychicago.org) for more information.

We have seen an increase in delay of flights from overnight cities. Please don't trust the times written down by the hotel. Have the "lobby time" conversation with your entire Crew at the front desk, and make sure everyone is in agreement that the time listed is correct.

While 99.9% of our Flight Attendants follow procedures and appearance standards, there is a very small group that chooses not to for various reasons. I mention this only to point out that if you make the personal choice to not wear the Uniform belt, for example, don't be angry at the Company if someone in Management calls you out. They are simply doing their jobs.

Well, this will be my last article before the holidays. I wish each of you a happy and safe Holiday Season, and a prosperous New Year.



## OAK

by Mark Torrez,  
OAK Executive Board  
Member

I hope that everyone has had a great summer and is enjoying the brief respite of "back to school" now that it's fall. This fall has brought more changes than I can believe and I'm not talking about leaves anymore. We are going to have a new Base Manager yet again. Jim Melnick is back flying the line and Reen Emlet will rejoin the OAK Inflight Staff as our Base Manager. I know MDW-DEBM Kyle Whiteley has successfully worked with Reen on many occasions and I look forward to continuing that positive working relationship in OAK. Also, since my last article there has been a small change amongst the OAK Supervisor line up. Former CSS, Chris Melcore moved to DAL Inflight, and former LAS Inflight Supervisor, Brandy Fowler, has come to OAK.

Speaking of changing line ups, I have to mention all the changes to the restaurants in OAK as well. We have said farewell to Roundtable Pizza, The Bay Café, Freshen's Frozen Treats, the Knight's Café, and all the other random restaurants in Terminals One and Two. Survivors are 360° burrito and See's Candy. They will soon be joined in Terminal One by a Chili's Too, a sushi place, and an Italian place. The fourth airport Starbucks is already operating where the Knight Café was. Terminal Two will also be getting new restaurants. Everett and Jones is moving in (a local BBQ favorite) as well as a food court area replacing the current vacant bar and cafeteria. Anyhow, our airport has gone from virtually no good food options to many. It's about time.

Check out the red Union rack in the lounge. There are copies of our own publications as well as Local 555's. You'll also find plenty of the new 555/556 lanyards. Take one! There are plenty to go around.

Thank you for being not only the Best Flight Attendants in the Industry, but also the Best Union Members in the Industry. I also thank you once again for allowing me to serve you here in OAK.



## PHX

by John DiPippa,  
PHX Executive Board  
Member

Greetings PHX, I hope everyone had a great summer and that you are ready for the Fall/Winter season ahead. As you may already be aware, the vacancy for Assistant Base Manager has been filled by Jenny Kaminski from MCO. Welcome Jenny!

Thanks to all who showed up at the very successful TWU 555/556 picnic in August. Also, I want to thank our Base Management, especially Steve and Deb for helping me put this event together by letting me hang signs in the lounge and also for letting the Union use the Monster Ice Bucket. The picnic gave us the opportunity to meet and interact with our 555 Brothers and Sisters, who as of this writing have broken off talks with Management over Compensation. The picnic also showed SWA Management that TWU 555 & 556 are United. One of the many ways to constantly remind Management about this is by wearing the Red Lanyard that is available by the Union Red Rack. The Lanyard says "TWU 555/556" on one side and the other side says "Making SWA Work." The lanyard also has a "break-away" feature which allows the lanyard to break-away if it gets caught on something.

Finally, our Contract Negotiations are going extremely well and we will soon be onto Compensation, so please pay close attention to how 555 negotiates a Compensation/Cost of Living raise with SWA Management because they could try to use the same method on us to determine our raises.

In closing, I write the PHX E-Connection, and if you or a coworker doesn't receive it already, drop a note with your name, employee number and email address in my box (#56750). If you need a Union Pin drop a note in my box also. My Union email address is phx-debm@twu556.org and Union cell phone is 602-295-0125.

Stay United Brothers and Sisters of TWU 556



# Grievances 101

The grievance process start to finish - it's not as scary as you think

by John Parrott, TWU Local 556 Grievance Team Chair

Our Flight Attendants work under one of the best Contracts in the industry. The Grievance Team in Dallas is charged with the duty of filing Grievances on behalf of the Membership. The Union has 14 Flight Attendants that are either Full Time Officers or Full Time Team Members that are here to answer your questions. We are often asked about how the grievance process works. Two of the most common questions are, "What happens once a Grievance is filed," and "Why is it taking so long?" While the process can be daunting to some, I would like to briefly explain to you how the process works.

Articles 19 and 20 of the Contract dictate how the Company and the Union are to resolve their disputes. Under Grievance Procedures in Article 19, Contractual and Discipline Grievances are the two types of Grievances that we have at our disposal. A Contractual Grievance would be filed if you

believed that your rights under the Contract have been violated. Article 19.2 states that a Contractual Grievance must be filed within 10 days of the infraction. These 10 days are exclusive of Saturdays, Sundays and holidays. A Discipline Grievance would be filed if you believe the discipline you received is unjust. Discipline Grievances must be filed within 7 days from receiving the discipline. These 7 days are also exclusive of Saturdays, Sundays and holidays.

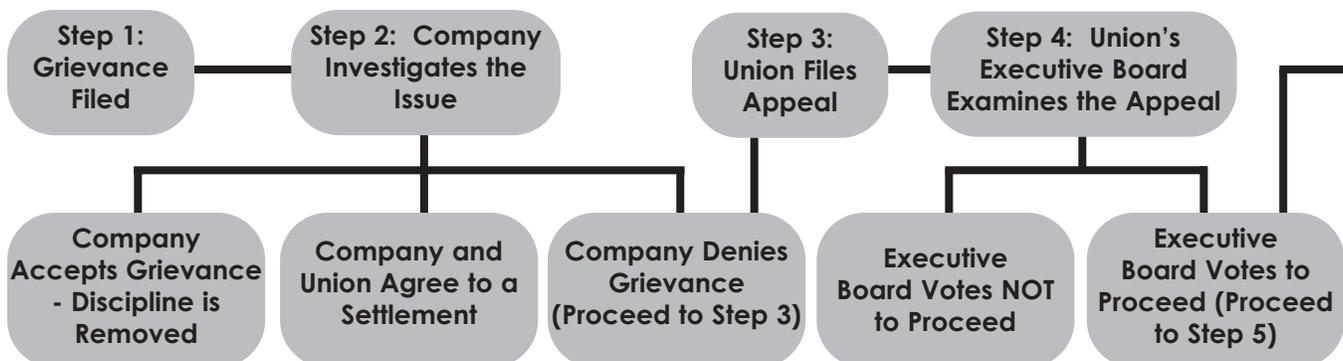
If you have received discipline that you believe is unjust or you believe the Company violated the Contract, the first step would be to call the Union Office as soon as possible.

A list of the Work & Conduct rules can be found in the Flight Attendant Handbook. Keep in mind the above mentioned time limits, because once that window has elapsed, your time to file the grievance has expired.

Once your Grievance is filed (Step 1), the

*Two of the most common questions are, "What happens once a Grievance is filed," and "Why is it taking so long?"*

Example: Discipline Grievance



Company has 10 business days to hold a hearing. This hearing is often referred to as the “Step 2” and is your opportunity to appeal the decision. After the hearing occurs, the Company has another 10 business days to render a decision. The Company can Accept the Grievance, Settle the Grievance or Deny the Grievance. By the Company Accepting the Grievance, they are in essence saying they agree with the Flight Attendant and will resolve the issue. If the Company Settles the Grievance, they may agree in part and will offer a remedy. If on the other hand the Company Denies the Grievance, they are choosing not to settle and the Grievance will move forward through the process. If the decision rendered is not satisfactory to the Flight Attendant, the decision may be appealed to the Flight Attendant Board of Adjustment.

We will continue this example with the Flight Attendant choosing to appeal the decision (Step 3). Step 4 of the process will take the Grievance to the Executive Board. The Executive Board is comprised of 15 Officers that are elected by the Flight Attendants. The Executive Board will review Contract Language, Company Policies, and weigh the merits of the case before rendering a decision. The Executive Board will vote to Proceed, Not to Proceed, or to Table it. Cases tabled often require additional information. The Executive Board has a responsibility to the Membership to only proceed on cases that have merit. If the Executive Board determines a case does not have the necessary merit to proceed, the Flight Attendant will have the option to withdraw her/his grievance or proceed

forward at their own expense.

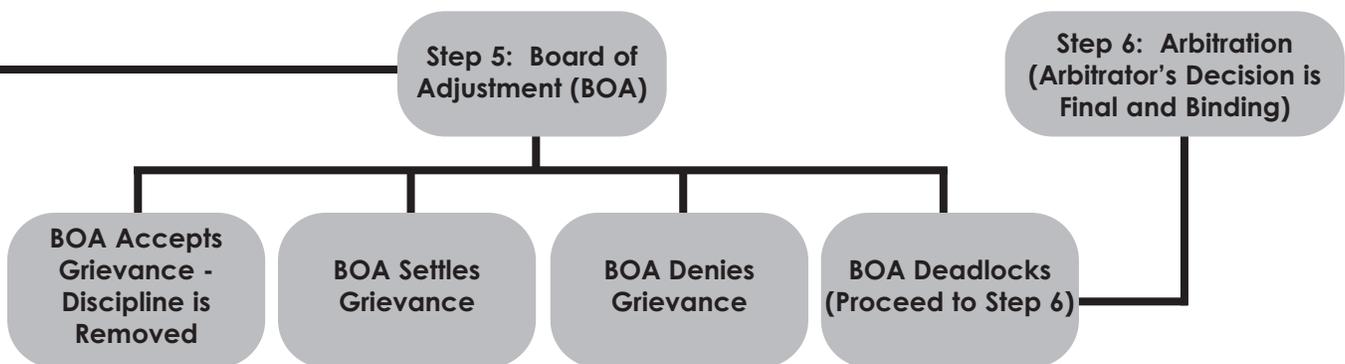
Again, we will continue this example with the Executive Board voting to Proceed. (Welcome to Step 5) Article 20 of our Contract allows for a hearing referred to as a Board of Adjustment. The purpose of this is to have 4 individuals meet and hear the case that is to be decided. The Board of Adjustment Panel is made up of 2 Representatives chosen by the Company and 2 Representatives chosen by the Union. Both sides will present their case and the Adjustment Board Members will render their decision. These Board Members have the authority to Settle, Deny, or if the panel cannot agree, the case will deadlock. The decision of the Panel is final and binding unless the case deadlocks. In the event of a deadlock, the parties may proceed to Arbitration.

Holding an Arbitration is similar to going to the Supreme Court. The Arbitration is to be held within 90 days from the date of the Board of Adjustment decision. The Arbitrator is an outside “neutral” party that will hear from both sides and

he/she will issue a final disposition of the Grievance. Once the Arbitration is held, both sides submit oral or written briefs. From the date of the hearing, it can take anywhere from 90 – 120+ days to receive a decision. The decision of the Arbitrator is final and binding.

I hope that I have shed some light into the grievance process. Your Grievance Team works hard every day to ensure that our Contract is upheld. If you ever have a question about your contractual rights, please give us a call at **800-969-7932**.

*If the decision rendered is not satisfactory to the Flight Attendant, the decision may be appealed to the Flight Attendant Board of Adjustment.*





# Preparing for Arbitration

by Stacy K. Martin, 2nd Vice President

Over the last few years as a Union Officer, I have received many phone calls from Flight Attendants about an incident that they fear may lead to discipline. I often hear, "The Company can't terminate me for this, can they?" As Southwest grows, and our work group continues to grow, terminations and suspensions continue to happen. Management can and will issue discipline. Sometimes the Company is correct, and the discipline issued is just. But other times the Company flat out gets it wrong.

Many times, when a Flight Attendant is unjustly terminated, I hear, "Well, I'll just file a grievance and the Union will help me get my job back." True, if we are able to prove through the process that you were unjustly terminated, you may very well get your job back. But let me ask you this. Are you prepared for being off work for a year? The financial hardships associated with that can be devastating. On average, if your grievance is voted to go forward by the Executive Board of TWU Local 556, it can take a year for you to be reinstated. I know, it's a bleak picture I'm painting for you, but it is important that each of you understand the process. Your Grievance Chair, John Parrott, has outlined the process in his article "Grievances 101" on page 10. In this article, I'm going to educate you on what happens at the end of this process – Arbitration.

So, let me lay the background. "Jane" gets a call from her Base Manager who tells her about an allegation made against her by another employee. She immediately calls the Union Office at 800-969-7932 (remember, Flight Attendants should

NEVER go to a meeting with Management that may result in discipline without Union Representation). She goes to a "Fact Finding" meeting at the Inflight Base with her Union Rep., and a few days later, Jane and her Union Rep. get a call from the Base Manager who has determined that the situation warrants termination. Jane asks the Union to file a grievance, and a few days later, the Company denies it. She flies to Dallas to appeal her case with one of the Company's Inflight Regional Directors at a "Step 2 Hearing" with her Union Rep. by her side. Note: The success rate at a Step 2 Hearing is not high. In fact, in my tenure as a Union Officer, I can recall only a handful of times that the local base Management's decisions regarding terminations were overturned on the appeal at the Step 2 Hearing. Jane flies home and receives word a few days later that the Company has decided to deny the appeal. The next month, Jane's case is heard by the TWU Local 556 Executive Board, and they determine that her case does have merit, and they vote to proceed.

So what happens with Jane's case from here? The next step is usually "Board of Adjustment", which is a fancy term that basically means her case is presented by a representative from Management and a representative from the Union to a panel of 4 people, 2 chosen by the Company and 2 by the Union. This panel hears both sides and acts much like a jury does at a trial. In fact, the "Board of Adjustment" is presented very much like a trial: there are opening statements, direct examination of witnesses, cross examination, entering of exhibits, closing statements, and then the panel

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deliberates and comes to a decision. As you can probably guess, with a panel of 4 people, the case is very likely to deadlock. If the case does not deadlock, the panel's decision is final and binding. If it does deadlock, Jane's case would then proceed to Arbitration. Arbitration is basically the same process, except that a single Arbitrator makes the final and binding decision.

In many cases involving termination, Board of Adjustment is bypassed, and the case heads straight to Arbitration. The reasons for this vary and depend on the circumstances of the case.

OK, now that we've laid some groundwork on how we got to Board of Adjustment (BOA) and/or Arbitration, I'd like to tell you a bit about how the Union prepares a case, and what you can expect if you ever find yourself in this situation.

Our Local has several Advocates who have been trained in presenting BOA/Arbitrations. Your Grievance Chairperson, John Parrott, will assign the case to one of these Advocates. We call the primary Advocate who will be presenting the case the "First Chair". The First Chair doesn't do all the work alone. There is always another advocate who works side-by-side with the First Chair to prepare the case. This person is called the "Second Chair". Often times, the Second Chair may be the Grievance Specialist who handled the case up until the point of Arbitration, but if not, that Grievance Specialist works closely with the First and Second Chair since s/he knows the case inside and out.

When preparing a case, the first step is to immediately identify the reason why the Executive Board voted to proceed. In other words, we identify what the merits were for the Board to make the decision that they did. Once a date of BOA or Arbitration has been scheduled, the Grievant will fly to the Union Office in Dallas for initial preparation, usually a few weeks prior to the BOA. The first step is to identify the potential strengths and weaknesses of the case and prepare the Grievant for what lies ahead. This initial preparation usually takes one day. After the Grievant leaves, the Union's Team continues to study and research the case to prepare for going before a BOA or Arbitrator. The next step is to attempt to lay out the Company's case, identify possible Company witnesses, prepare likely cross examination questions, and basically prepare the case as we think the Company will.

Next, we begin preparing the Union's case. The process of preparing a case can sometimes be very simple – just identifying the necessary witnesses and developing questions for the direct examinations. But many times it can be very complex involving identifying expert witnesses, preparing multiple exhibits, and most importantly, attempting to simplify complex information so that the Board of Adjustment Panel members or Arbitrator who may not know anything about our jobs can easily understand the case.

After all preparation has been completed for the Union's case, the Grievant is scheduled to come back in for a final preparation. This usually occurs a day or two before the case is scheduled to go before the BOA or an Arbitrator. If the case goes before a BOA, three things can happen. We can win the case, lose the case, or deadlock. Win or lose, the decision is binding. If we deadlock, the case goes back to the Executive Board to decide if the case should go forward to an Arbitrator. And as I mentioned earlier, sometimes a decision is made to bypass BOA and go straight to Arbitration.

Any case that goes to Arbitration is never a "slam dunk". Arbitrators listen to the arguments presented by both the Company and the Union. In discipline cases, the burden of proof lies with the Company. Usually, the Arbitration is completed in one day. In Arbitration,

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the Company and Union usually agree to write post hearing briefs rather than finish the Arbitration with closing arguments. The brief writing process is the Union's chance to make sure that the Arbitrator fully understands the merits of the case. The brief must contain testimony and documents that were entered into evidence at the Arbitration. Contract language, merits, and other related cases that Arbitrators have ruled on often appear in the final brief. Since a stenographer is present at Arbitrations, documentation of all testimony is delivered to both the Company and the Union usually within two weeks of the Arbitration. Typically, the Company and Union agree that these briefs are due 30 days following receiving the transcripts. On the agreed upon date of submitting the briefs, both parties send their briefs to the Arbitrator and to each other. Hopefully, the Arbitrator is timely, and delivers her/his decision quickly. But not every Arbitrator is timely. We have received some decisions after sixty days, and some after ninety days.

The amazing aspect of this process is that the

Union Advocate who presents the case has the advantage in the fact that we ourselves are Flight Attendants. We know what it is like to be a Flight Attendant, and that is a real strength for our process. The Company Usually relies on Counsel to present their case, and they have the burden of taking the information the Company has given them for preparation without any real life knowledge.

So now that you better understand the process, maybe it's a little clearer how it can take a year before returning to work if you are unjustly terminated. Let's look at a mock timeline where all decisions/appeals are made on or before their Contractual deadlines and no extensions are asked for or granted (refer to Articles 19 and 20 of our Contract for specific deadlines):

**January 1, 2008** – date of alleged infraction

**January 10, 2008** – Management renders decision to terminate

**January 18, 2008** – Grievance is filed

**January 31, 2008** – Step 2 Hearing

**February 13, 2008** – Management denies the Grievance

**February 26, 2008** – The Union submits the appeal to the Flight Attendant Board of Adjustment

**March 13, 2008** – TWU Local 556 Executive Board votes to proceed.

**May 23, 2008** – Board of Adjustment is held – BOA deadlocks

**May 29, 2008** – Union notifies Company that Arbitration is requested.

**August 20, 2008** – Arbitration is held.

**September 3, 2008** – Arbitration transcripts received from Stenographer

**October 3, 2008** – Post hearing briefs are due

**December 3, 2008** – Arbitrator renders decision

That's 11 months folks from infraction to reinstatement – and that doesn't include any extensions being granted (which are often required).

Of course your Union attempts to expedite this process whenever possible, but the time frames required in our Contract ALSO cover the Company, so sometimes the Union doesn't have a lot of control in this area.

Now that you better understand the process, timelines, and what your Union does to give you the best possible representation, let's go back to the question, "The Company can't fire me, can they?" Yes, they can – it may not hold up after going through the process, but after up to a year without work, a lot of damage is done.

The best thing you can do to keep from finding yourself on the receiving end of a termination letter is to know your Work and Conduct Rules. You can find these in your Flight Attendant Handbook. Also, be mindful of what you do on your overnights. Sometimes our intentions are to go to the bar, order some food, have a drink and go to bed. Unfortunately, we can't always control what others do, and too many times Flight Attendants find themselves unwillingly lumped in to somebody else's bad behavior. If you ever see a situation beginning to get out of hand, remove yourself from it. And lastly, know your point levels. Points cases are difficult to fight because the Company is getting better at following the proper procedures and keeping records.

In closing, just use common sense on the job. Most of you will never have to go through this process. But if you ever do, remember, your Union is here to keep the Company honest, and to make sure that the discipline they rendered is just. In the meantime, I implore you to take a serious look at the time it would take if we are successful. And although you are covered with your benefits during the grievance process, the devastation of losing your job, even if you do get reinstated, is far-reaching. Please, read your Contract, and familiarize yourself with Article 19 and 20. You will see, the process is the last place you want to be. While it is a slow process, your Executive Board and Grievance Team have committed to giving you the best representation possible. Fly safely, and enjoy doing the outstanding work you always do. And don't forget to call the Union Office if you ever have any questions.



# Do I have a Gripe or a Grievance?

Some basic information to help you decide

by Kathy Anderson, TWU Local 556 Grievance Team

The Union office receives over one hundred phone calls, e-mails, and faxes each day from Flight Attendants with concerns about possible Contract violations and other issues. The Grievance Team fields each inquiry and attempts to resolve these issues on behalf of our Members. In most cases, we are able to come to a resolution before a grievance is filed. On the other hand, some situations, while they may be a troublesome to us, have no Contractual basis to support a grievance. So, how do you tell if an issue is simply a gripe or a grievance?

Initially, both gripes and grievances originate as a complaint about an alleged unfairness that has occurred while a Flight Attendant is at work. This concern could be anything ranging from an assignment made by Scheduling, to the working conditions on the aircraft, to the way you have been treated by a member of Management. We have received calls on virtually every issue that might arise while a Flight Attendant is on the job; and just when we think we have heard everything, something new comes up.

If you call the Union office about an incident that you have experienced and you want to file a grievance, the Grievance Team member with whom you are working would try to obtain the following information in researching your issue:

- Has the Company acted unfairly? If so, what action should be taken?
- Has the Contract been violated? If yes, identify the article in the Contract that covers the situation.
- What supporting documentation do you have as proof? A scheduling tape? A fellow Employee as a witness? Transaction reports? Any piece of evidence that supports your claim that a violation occurred will help in expediting your issue.
- Finally, what is the remedy to make things right?

Sometimes a Contract violation is obvious, and the issue can be easily proved and resolved. Other times, things are not so clear cut. There are many instances when a Flight Attendant calls the office hoping the Union can resolve a real or perceived mistreatment. At first it may appear that there has been a Contract violation, but many times, upon further research, we may find that the language does not support the complaint. In other instances, that 'gray area' presents itself and the intent of the language must be examined. The Union is here to grieve issues for the Membership, but it is virtually impossible to settle grievances that have no Contractual basis. For instance, Flight Attendants call because they have been rescheduled and are not happy. If Scheduling rescheduled the Flight Attendant legally and according to the Contract, it would be difficult to go forward on a grievance of that type because there is no Contractual language to support the case.

On the other hand, if there is not a Contract violation, often times there are other routes we can take to seek resolution. Writing an Irregularity Report addressing certain situations or requesting a meeting with Management to discuss your concerns can help clear things up. (Remember you can always request Union Representation at meetings with Management.) Other times, there may be a Company policy that is applicable that may have been violated. For example, in the event of alleged harassment, please contact the Company and Union immediately. Your matter may need to be referred to the People Services Department for resolution.

Just because an issue does not fall in to the category of grievance does not mean that there is no resolution. Sometimes Flight Attendants call because they have encountered a rude Scheduler or feel they were treated inappropriately by a Supervisor. If an issue does not fall under the grievance heading, it does not always mean we

*(Continued on page 25)*



# Safety Team Report

Everything you want to know about Flight Attendant Certification Cards, but didn't know where to ask

by Michael Massoni, TWU Local 556 1st Vice President and National Safety Coordinator

Flight Attendant Certificates of demonstrated proficiency became a reality on December 12th 2004. This event was significant when considering the almost thirty-year battle for us to be acknowledged as safety/security first responders and as aviation professionals. Your Union in conjunction with other Flight Attendant Unions and associations fought long and hard for this recognition and know each of you want to know how to manage your certification card should you need to replace it or change any of the personal information printed on it. Furthermore, it is important to know that the cards must be produced upon request by any FAA or NTSB official within a reasonable amount of time. This is why it is important for you to ensure all information contained on the card is accurate and why we recommend that you carry it with you while on duty.

The following is a short history of how Certification became a reality along with instructions on how to self-manage your certification information with the FAA:

## CERTIFICATION FACTS & HISTORY:

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, developed a procedure in which Flight Attendants could quickly and easily provide the requested biographical information electronically. Each Flight Attendant's biographical information was submitted to the FAA to satisfy the requirements of the Reauthorization Act.

The FAA then issued a certificate of demonstrated proficiency to each Flight Attendant who had successfully completed all training requirements as approved by the FAA. All subsequent new hire Flight Attendants have had to submit the same information during their initial training and

receive Certificates after graduation. All Flight Attendants are considered re-certified every year upon completion of Recurrent Training.



## MANAGING YOUR FLIGHT ATTENDANT CERTIFICATION CARD:

You can manage your FAA Certificate Card online through the FAA's website. This tool is useful for address changes, issuance of a duplicate or replacement card and even offers name changes if you get married however name changes must be submitted via mail with copies of legal support documentation. Before you can utilize the website you must create an account with the FAA at: <https://amsrvs.registry.faa.gov/amsrvs> by clicking on the black & white "Request an Account" button

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# Scheduling Committee Update

Tracking the quality of your life

by Kyle Whiteley, MDW Executive Board Member  
Scheduling Committee Vice Chair

To quote an old friend of mine, “numbers numbers numbers – blah blah blah.” Numbers, however, mean a lot to us as Flight Attendants, and the Scheduling Committee spends a lot of time looking at the numbers keeping an eye on the bottom line for the Flight Attendants. Last October, I published some of the information we maintain, and received several requests to do it again. Here is some of the data for the past 12 months.

## Primary Lines, Average Days Worked

Base	NOV '07	DEC '07	JAN '08	FEB '08	MAR '08	APR '08	MAY '08	JUN '08	JUL '08	AUG '08	SEPT '08	OCT '08
BWI	13.75	13.85	13.64	14.24	13.59	13.80	13.96	13.46	14.17	13.83	13.63	13.87
DAL	13.12	13.43	13.31	13.76	13.30	13.35	14.07	13.64	14.09	14.18	13.67	14.16
HOU	13.3	13.63	13.34	13.73	13.21	13.19	13.67	13.38	14.14	13.96	13.33	13.85
LAS	13.51	13.5	13.53	13.90	13.46	13.59	13.55	13.59	14.18	14.00	13.67	13.87
MCO	13.37	13.67	13.31	13.9	13.37	13.44	13.9	13.51	13.93	13.86	13.65	14.22
MDW	13.58	13.84	13.50	13.96	13.58	13.34	13.94	13.56	13.97	13.93	13.79	13.95
OAK	13.36	13.59	13.47	14.08	13.62	13.39	13.82	13.58	14.08	14.01	13.62	13.91
PHX	13.35	13.77	13.52	13.70	13.47	13.50	13.89	13.48	14.10	13.81	13.65	14.12

## Primary Lines, Average TFP

Base	NOV '07	DEC '07	JAN '08	FEB '08	MAR '08	APR '08	MAY '08	JUN '08	JUL '08	AUG '08	SEPT '08	OCT '08	Average
BWI	101.29	101.61	99.20	103.52	99.15	101.07	102.51	99.72	103.86	101.50	99.09	101.10	101.14
DAL	92.72	95.22	94.54	97.43	95.17	95.78	101.26	99.26	101.50	101.17	97.34	101.76	97.76
HOU	95.98	98.51	96.53	99.08	96.23	96.68	99.25	98.23	103.07	99.81	94.18	99.76	98.11
LAS	97.93	97.9	99.34	102.31	100.04	100.34	99.16	99.71	105.66	101.93	99.21	101.13	100.39
MCO	97.07	99.45	96.53	101.6	99.48	100.24	101.83	99.81	102.62	100.78	99.47	105.14	100.34
MDW	100.51	102.05	100.06	102.84	101.31	99.47	102.39	99.86	102.52	102.17	99.99	102.00	101.26
OAK	98.49	99.08	98.14	102.15	99.20	98.13	100.84	100.04	103.87	102.68	100.97	102.70	100.52
PHX	96.25	100.03	97.90	99.93	98.68	98.85	100.82	98.88	103.99	100.87	97.64	102.17	99.67
Average	97.53	99.23	97.78	101.11	98.66	98.82	101.01	99.44	103.39	101.36	98.49	101.97	99.90

## Daily TFP Average

Base	NOV '07	DEC '07	JAN '08	FEB '08	MAR '08	APR '08	MAY '08	JUN '08	JUL '08	AUG '08	SEPT '08	OCT '08	Average
BWI	7.37	7.34	7.27	7.27	7.30	7.32	7.34	7.41	7.33	7.34	7.27	7.29	7.32
DAL	7.07	7.09	7.34	7.08	7.16	7.17	7.20	7.28	7.20	7.13	7.12	7.19	7.17
HOU	7.22	7.23	7.24	7.22	7.28	7.33	7.26	7.34	7.29	7.15	7.07	7.20	7.23
LAS	7.25	7.25	7.34	7.36	7.43	7.38	7.32	7.34	7.45	7.28	7.26	7.29	7.33
MCO	7.26	7.28	7.25	7.31	7.44	7.46	7.33	7.39	7.37	7.27	7.29	7.39	7.34
MDW	7.40	7.37	7.41	7.37	7.46	7.46	7.35	7.36	7.34	7.33	7.25	7.31	7.37
OAK	7.37	7.29	7.29	7.25	7.28	7.33	7.30	7.37	7.38	7.33	7.41	7.38	7.33
PHX	7.21	7.26	7.24	7.29	7.33	7.32	7.26	7.34	7.38	7.30	7.15	7.24	7.28

## Number of VR Lines

Base	NOV '07	DEC '07	JAN '08	FEB '08	MAR '08	APR '08	MAY '08	JUN '08	JUL '08	AUG '08	SEPT '08	OCT '08
BWI	105	97	98	98	105	113	98	110	99	107	98	130
DAL	123	116	119	110	125	97	113	114	120	116	102	110
HOU	128	140	116	124	125	111	113	118	117	115	104	122
LAS	44	43	55	56	54	61	55	66	63	70	73	91
MCO	97	82	103	104	95	93	85	79	94	81	91	99
MDW	155	148	147	145	134	132	143	151	148	141	138	150
OAK	110	107	109	105	102	100	93	99	112	107	111	107
PHX	180	177	177	175	184	155	173	169	168	167	155	190

## VR Lines, TFP Average

Base	NOV '07	DEC '07	JAN '08	FEB '08	MAR '08	APR '08	MAY '08	JUN '08	JUL '08	AUG '08	SEPT '08	OCT '08	Average
BWI	93.60	95.94	96.43	94.83	100.23	96.74	107.86	99.11	101.63	99.90	103.52	98.07	98.99
DAL	93.00	92.76	90.58	95.02	93.96	103.62	97.47	93.80	97.55	98.58	94.89	89.06	95.02
HOU	91.51	98.98	98.36	97.37	98.04	101.81	109.40	100.23	102.86	102.06	100.39	100.49	100.13
LAS	82.67	91.01	98.39	96.63	97.90	101.45	102.25	102.81	100.33	104.19	96.89	99.75	97.86
MCO	99.57	97.31	92.29	97.52	100.57	101.40	105.83	102.36	100.26	104.02	100.72	84.72	98.88
MDW	92.41	104.74	99.73	101.25	100.38	104.87	104.02	99.47	103.24	105.00	100.77	102.21	101.51
OAK	102.00	94.14	92.11	96.40	95.91	102.21	102.94	97.58	100.07	104.99	99.23	95.83	98.82
PHX	97.54	89.09	95.02	102.35	99.47	97.71	105.52	95.31	98.64	104.54	100.54	90.97	98.06
TOTAL	94.04	95.50	95.36	97.67	98.31	101.23	104.41	98.83	100.57	102.91	99.62	95.14	98.63

# TWU Local 556 Grievance Team

Defending Your Rights!

by **John Parrott**,  
**Grievance Committee Chairperson**

As of 8/31/2008, there are 101 active grievances.  
Since June 9, 2008:

- (41) New Grievances have been filed.
- (21) Grievances have been withdrawn.
- (19) Grievances have been settled in favor of our Members.

These settlements consist of the following:

- (4) Terminations Reinstated.
- (3) No Shows Removed - (7.5 Points)
- (1) UTC's Removed - (2.5 Points)
- Points removed for other reasons (1.5 Points)

**601.50** TFP Awarded to Various Members  
**\$989.67** Monies Recovered to Various Members

Often issues are settled without the utilization of the grievance process, thereby providing substantial savings to the Membership. The following issues have been settled in this manner:

- (2) Terminations Averted
- (3) No Shows Removed - (7.5 Points)
- (5) UTC's Removed - (12.5 Points)
- (1) FTRs Removed - (1.0 Points)
- Points removed for other reasons (4.0 Points)

**140.45** TFP Awarded to Various Members

## ISSUES

**RESERVE LONGEVITY PAY:** The Union and the Company have reached a settlement on the Longevity Pay Grievance. Per Article 11.7, When a Flight Attendant with 12 years or more of Flight Attendant seniority is required to sit reserve (Reserve or VR line) during the reserve rotation, she/he will be com-



Your TWU Local 556 Grievance Team (L to R): Kathy Anderson, Stacy Martin, Becky Parker, Amy Harthausen, Catherine Rea, Chris St. Julian, Lyn Montgomery, Gwen Dunivent, Jamie Littleford, and Grievance Chair John Parrott.

pensated an additional \$1.00 per TFP for trips credited or flown (sick trips excluded) Here are the highlights of the Settlement dated August 14th:

- Trips that are picked up/traded from open time or from other Flight Attendants, and that are flown, will count toward longevity pay.
- Reserve day(s) that are picked up/traded from other Flight Attendants will count toward longevity pay.
- A Flight Attendant who is eligible for longevity pay will only receive longevity pay up to what her/his original line awarded paid.

**RESERVE CONVERSION:** The Union and the Company have reached a settlement on the Reserve Conversion Grievance. Here are the details:

- Pursuant to Article 11.3.B.2, two (2) hours notice must be given prior to the conversion from AR or PR to RR. This notice is in addition to the two (2) hour report time as stated in Article 11.3.B.1. The two (2) hours conversion notice cannot run concurrently with the (2) hours to report.
- AM/PM Reserves may be contacted and converted to Ready Reserve Status and given an assignment within the same phone call as long as the Reserve is given two (2) hours notice followed by two (2) hours to report for the assignment.

The Settlement letter and examples of how the language should be applied can be found on our Union Website. Go to [www.twu556.org](http://www.twu556.org).

**RECORD IMPROVEMENT GROUP:** The Union is preparing to go to Arbitration on Friday, October 17th over the  
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# for fyour information



by Kathy Anderson  
TWU Local 556 Grievance Team

**fyi:** No VJA will be compensated at less than 5.0 TFP or one and one-half (1.5) times the applicable trip rate, whichever is greater. This language applies to those little round trips in Open Time during Overlap!!!

**fyi:** Domicile break is calculated block in to check in.

**fyi:** Your regular bid line is built with a minimum of 12 hours Domicile break between pairings.

**fyi:** If 12 hours is scheduled and you do not receive at least eleven hours domicile break (due to irregular operations), your schedule will be adjusted to provide twelve hours domicile break without loss of pay.

**fyi:** Check in times will not be adjusted to accommodate domicile break.

**fyi:** If you adjust your original schedule and allow a domicile break of less than 12 hours block to check between pairings and the last flight of the first pairing is more than one hour late, you will be adjusted back to the original amount of time you gave yourself between pairing without loss of pay. If you are FAR legal, you may elect to fly the pulled trips for time and one half as applicable in Article 8 of the CBA.

**fyi:** You will not be allowed to adjust your schedule below the FAR nine hour minimum which is calculated debrief to check in.

**fyi:** Reschedules requiring less than an entire crew will be requested in order of seniority and assigned in reverse order of seniority.

**fyi:** If you have 12 or more years of Flight Attendant seniority and you are required to sit reserve (Reserve or VR line) during the reserve rotation, you will be compensated an additional \$1.00 per TFP for trips credited and flown.

**fyi:** Longevity Pay will apply to traded or picked up trips but will not exceed the original line total.

**fyi:** Longevity Pay will be reduced if you call in sick or give away trips that are not made up during that Reserve month.

**fyi:** If you are on Reserve and call in sick when contacted by Scheduling for an assignment or after accepting an assignment, you will accrue .5 point as penalty for the sick call in addition to the points associated with the sick call. This .5 cannot be removed by a Doctors note.

**fyi:** If you are on Reserve and you call in sick on line, you will not accrue the .5 penalty.



# Graffiti in the Galley

It's unprofessional, and together, we can stop it

by Michael Broadhead, PHX F/A #33877

Sadly, it has become all too common when opening galley compartments to find graffiti of all kinds staring us in the face. Finding graffiti (or tagging) has become a common occurrence onboard our fleet recently. It takes many different forms, at times attacking a fellow co-worker, an Inflight Base, and sometimes religious or social issues, just to mention a few. Sometimes it is inside galley compartments, other times it is on the exterior of galley compartments and it has even appeared in jetways. Recently, writing the Inflight Base three letter identifier on the square rubber door dampers in the aft galley on the emergency equipment wall has become very popular. Some may consider this popular and harmless, but it really is damaging/defacing Company property, and is a violation of Southwest Airlines policies.

Flight Attendants need to be aware that placing graffiti in any form onboard the aircraft or on any company property can result in serious disciplinary action. Whether it is stickers or using markers/pens of any kind, it all equates to the same: discipline. Currently SWA is spending thousands of dollars a month removing and tracking graffiti from our

galleys.

Graffiti may also be considered a violation of the SWA policy on Harassment. Depending on its content, it can be considered slander against others if it starts and spreads rumors and creates hostility in our work place. Graffiti in any form onboard all our aircraft must stop.

If you board an aircraft and find graffiti of any kind, report it immediately to the Captain and instruct the Captain to notify maintenance control. This is vital to it being tracked as well as logged to ensure it is removed at the next possible time. Once you have access to a computer, note the tail number and location of the graffiti and use the "aircraft appearance" online reporting system to report it so it can be removed from the aircraft. This is the most vital step in helping to ensure the graffiti is removed and to help identify the source.

Graffiti in areas commonly used by Customers has been on the increase lately as well. Engraving tray tables and mirrors in the lavs is on the rise. Please use the same procedures when finding graffiti in the cabin, a lav or inside a galley to ensure our aircraft appearance is in top condition.

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## NEWS BRIEFS:

**MINIMUM CREW REQUIREMENTS REPEALED:** Your representatives on the TWU Executive Board are ecstatic that Management was finally able to persuade the FAA to grant our requested exemption allowing a reduced number of Flight Attendants on the aircraft during deplaning. Please keep in mind that while the exemption has been granted, at press time the paperwork had not yet been completed. Until

further notice, we must continue our current practice of having all three Flight Attendants on the aircraft during deplaning and boarding. Congratulations to everyone on this remarkable turn of events, and thanks to our Flight Attendants for doing such a great job over the past several months.

**EARLY VOTING:** Most states allow early voting for several days, even weeks prior to the November 4 election. If you haven't already voted by absentee ballot, please check with

your state's election board and find out if early voting is available.

**2008 TWU LOCAL 556 SCHOLARSHIP RECIPIENTS:** We are pleased to announce that the winners of the two TWU Local 556 Scholarships have been selected. MDW Flight Attendant Ka'Ryn Snow is the recipient of the Paul Gaynor Scholarship, and Chandler Hill, son of HOU Flight Attendant Jana Hill, is the recipient of the Shanna M. Martin Memorial Scholarship. Congratulations to the winners.

**TWU 556**  
The Union of  
Southwest Airlines  
Flight Attendants

Home About Us President's Page From the Source Committees Communications Resources Union Business

**TWU 556 2008 Contract Negotiations**  
For the latest information from the Negotiating Table, [Click Here](#).

Baltimore Chicago Dallas Houston Las Vegas Oakland Orlando Phoenix

register to vote ☆ absentee voting ☆ early voting  
candidate views on labor issues ☆

**2008 Presidential Election**  
[CLICK HERE](#)

TWU Calendar  
October 2008

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**Current Poll**  
Now that we will begin discussing economic issues, do you expect Negotiations to

We can't stress it enough... If it's not already, your number one source for Union information should be our brand new, state of the art website: [www.twu556.org](http://www.twu556.org).

In addition to regular mini-polls and surveys, you will find the most up-to-date information on Negotiations, industry news, and the latest scoop on what's going on in your base. In the very near future, you will find our newest full-length survey which focuses on Union Communications and Uniforms.

We would like each of you to make a pledge to visit the TWU 556 website at least once per week. The Company has the ability to get important information to you each time you log on to SWALife to check your schedule. The Union doesn't have that luxury, but it is vitally important that each of you stay informed especially during Negotiations. Make that pledge. You'll be glad you did.

**Current Poll**

Now that we will begin discussing economic issues, do you expect Negotiations to continue to be as productive?

Yes

No

[> View Results](#)

Want to answer this poll? You have to go to our website, [www.twu556.org](http://www.twu556.org).

# point/counterpoint

We posed the following question to two Flight Attendants and got two very different responses: "Due to the still high rate of turbulence related injuries, there has been a lot of discussion lately among Flight Attendants about the safety of doing full service on very short flights (under one hour in length block time). Do you think we should be required to serve on these short flights?" Let's see what they have to say.



## POINT

by Chad Knesek  
HOU F/A #76761

Recently, there's been much debate on whether or not we should continue to offer service on short flights of one hour or less. Some have suggested that we "dumb down" our service by only offering water or, even worse, only Coke™, Sprite™ or Diet Coke™. I couldn't disagree more!

Since coming to Southwest, I've endured my fair share of short "hops" from BWI-ORF and FLL-RSW. And we've all had the dreaded Friday night HOU-AUS "happy hour" flights. You know, those flights where we practically run up and down the aisle tossing drinks to our passengers? But, ya know what? WE DO IT! We always have, and I, for one, hope we always will.

When I was asked to write this article, I immediately thought back to my OE training flight. I was flying with a Dallas "super-senior mama". She was wonderful and patient, and used our time together to let me in on some of her "secrets", and I was trying to soak it all in. Of course, I had been very concerned about being able to complete my service during our "Two-Step" ever since I saw my trip sheet. I was petrified wondering how I would ever get it finished. She knew what was bothering me and took me by the shoulders and said, "Honey, for 27 years, I've worried every time I had a short flight whether I would finish or not. And you know what? Sometimes I did and sometimes I didn't. Who cares? Just remember, it doesn't matter if you don't get 'em all out. All that matters is that your passengers love you for doing your best and that, with a smile, will keep 'em coming back to good

ol' Southwest!" I'll never forget her...or that day.

Of course, safety is paramount on all of our flights and no one should ever endure any type of injury just because they were trying to get their drinks out! I would never attempt anything in turbulence or any situation that would compromise my safety or the safety of my passengers. That's a complete no-brainer! If there's even a chance of putting ourselves in harm's way, then no service at all is the best service! But on those short flights where there's no cause for alarm and it's smooth sailing? Heck yeah, we should be out there slingin' those drinks! Why shouldn't we be?

If our Pilots tell us to stay down until we hear back from them because of reports of turbulence, then logic dictates, perhaps, if we're kept sitting for an extended period of time, it's best to not perform a drink service. But, on a normal, regular, smooth flight, however short, I see no need to get rid of something we've always offered and what our passengers have come to expect from Southwest, especially when there is no data to suggest that turbulence related injuries occur more often on short-haul flights.

Of course, there are those folks who say that it's impossible to get their drinks out on a short flight unless you're up out of your jumpseat as soon as the wheels lift off the ground. They argue that it's best to not even try because we'll never get it finished. To not even try sounds just plain lazy to me. Personally, I do not get up until I hear the 10,000 feet notification. With rare exception, I've pretty much always finished my drink service with plenty of time to clean up and sit down to hear the wheels come down.

We're capable of doing the service, we've always done the service and we've proven it over and over for years and years. Why stop now? Well, while the debate rages on, this Flight Attendant has some drinks to sling!

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Now let's hear the other side of this debate...

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## COUNTERPOINT

by Colleen Griffin  
MDW F/A #53396

"Insanity: doing the same thing over and over again and expecting different results."

—Albert Einstein

If we want to change short-haul Inflight Service, we can't look to people who have never worked in our shoes — **the changes must come from our work group.**

There have been many changes since September 11, 2001: changes to our aircraft (remember 200s, lounge seating, old interiors, garbage stowed in the overhead bins before we had a wheelchair compartment, and cockpit doors without Cypher Locks?); changes to our PAs (currently: no congregating in clear-zone, life vests, cell phone usage, and cashless cabin. In the future: Wi-Fi.); and FAA-imposed changes (no stowage in seatback pockets, wheelchair compartment or life vest cupboard; the briefing of OWE passengers; and Minimum Crew for boarding and deplaning.). Yes, a lot has changed at Southwest Airlines, yet when it comes to short-haul service, very little has changed. We still take drink orders on paper pads; we still deliver drinks on trays; we still serve peanuts from a basket; our service is still divided into the same three sections, and we are still expected to take and deliver individual drink orders. Unfortunately one thing that hasn't changed since 9-11 is that we still have an unacceptably high rate of turbulence-related Flight Attendant injuries—AND THAT HAS GOT TO CHANGE.

YOUR SAFETY FIRST. PERIOD. Never, ever compromise your safety—regardless of the length of flight. When you feel your safety is at risk, immediately do the following: take a seat and secure yourself, make a cabin PA informing other Flight Attendants and passengers that ALL cabin service is suspended until it is safe to resume, call the cockpit to notify Pilots and ask for a turbulence/weather update.

Southwest Airlines is a FOR-PROFIT *business*. If we want to change our service on short-haul flights, these will have to be changes FOR PROFIT and benefit Southwest Airlines as a *business*. If SWA Management research indicates—as Mike

Hafner has stated—that there are no more injuries on short-haul flights than on long-haul flights and that Customers expect service on short-haul flights, it will be impossible to present a winning argument that no service on short-haul flights is of benefit to our business. Limited service on short-haul flights won't sell either because "limited" has negative connotations. By using language that SWA management and our Customers are already familiar with, we have a much better chance of facilitating short-haul service changes—changes that will benefit our FOR-PROFIT business. We could offer "Select Service" to reward those Customers who contribute the most FOR our PROFIT: Business Select and frequent flyer Rapid Rewards Customers. This is just one example of how we could implement changes to short-haul In-flight Service.

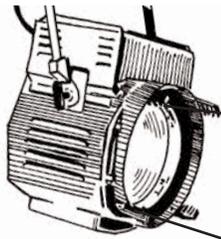
Our Business Select Customers would enjoy the privileges of *Select Boarding* (exclusive boarding **prior to and separate from** other boarding groups), *Select Seating* (first choice seating) and *Select Inflight Service* (individual drink orders taken as soon as they select a seat and prior to general boarding). General-boarding Customers could still expect short-haul Inflight Service—but it would be a "general service" of orange juice and coffee prior to 8:00 am and water and coffee after 8:00 am. Video advertising the boarding, seating, and service benefits of Business Select could be displayed on monitors in the gate area providing incentive and opportunity for general Customers to upgrade to Business Select.

Regardless of how things were done in the past—Inflight Service *will* change. As SWA Flight Attendants, we must empower ourselves to be advocates of safety and facilitators of change. Are you onboard?

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## Tell us what you think

So, you've read both opinions. What do you think? If you'd like to share your opinion, send an email including your name, base, and employee number to [unityfeedback@twu556.org](mailto:unityfeedback@twu556.org). Unless you express otherwise, we will assume we have permission to print your response in a future issue of *UNITY Magazine*. Not all submissions will be printed. We look forward to hearing from you!



# “SPOTLIGHT” on Jamie Horwitz



## TWU Local 556's Public Relations Guru

While most of the work that is done for our Local is done by Flight Attendants, there are a few professionals we hire from outside of our Membership. Two examples are our accountant, and our attorneys. But there is another consultant who has worked for our Local for about 6 years, but works almost exclusively “behind the scenes”. Who is this masked man? It's none other than our Public Relations (PR) consultant, Jamie Horwitz. Let's get to know Jamie a little bit, then we'll get into why his role is so important for our Union.

Jamie Horwitz was born in Akron, Ohio in 1960. Jamie's interest in PR started at an early age and came about through his interest in politics. Jamie says, “My family debated a lot of politics over the dinner table, and when I was 12, I became fascinated by both politics and political advertising. I volunteered every campaign cycle after that.”

So how did Jamie's passion shift from political campaigns to Unions? Jamie says, “When I was first volunteering for political campaigns, I was really impressed by the Union activists I met. Later, when I was in college, I helped organize a boycott of J.P. Stevens products. Stevens was a company that treated its workers terribly - it was the model for the textile mill in the movie *Norma Rae*. I soon learned that I liked campaigning for Union issues more than politicians. The

politicians were always changing their positions, while the Unions consistently promoted respect for workers, fairness and equity, democracy in the workplace, decent wages and benefits, job creation, and a stronger more competitive America.”

After Jamie graduated from college, he was recruited by the Ohio AFL-CIO to run a statewide campaign to promote voter registration and Get-Out-The-Vote (GOTV) efforts targeting young people and Union households. Jamie says, “Our campaign succeeded in registering tens of thousands of new voters, and we created a lot of excitement. We had rock bands like Crosby, Stills and Nash refuse to do concerts unless AFL-CIO registration tables were allowed. The AFL-CIO sent me around the country replicating our campaign. I found something I was good at and I was hooked.” Jamie now works exclusively for Unions or foundations with ties to the Labor Movement.

So why does TWU Local 556 need a good PR presence? Jamie explains, “First of all, I believe that SWA isn't really an airline, but a PR machine that happens to own airplanes! The best way for the Union to have an even playing field with the Company is to be very visible and have a strong media presence. In our PR efforts at Local 556 we also try to stay away from the same old, same old. Our 2002 Contract campaign was as much about keeping the

Southwest culture alive as about salary increases. Four years ago, we 'out LUVed' the LUV airline.”

Thanks to Jamie's leadership, our Local is becoming THE expert on Flight Attendant issues. Jamie says, “I'm very lucky to be doing media for this Union. Local 556 Members are without exception great extemporaneous speakers and experts on commercial air travel - you give great interviews. Local 556 is the industry leader when it comes to Flight Attendant Contracts, and we need to ensure that we continue in that role and we will as long as we hang tough and stay on message.” Jamie further explains, “During the last Contract battle we were able to generate two front page stories in the Wall Street Journal about our efforts. These efforts were noticed in Headquarters and by airline investment analysts on Wall Street. Getting our story out, and when necessary, challenging the Company's decisions, gives Local 556 greater clout.”

Doing Union PR keeps Jamie pretty busy, but when he's not working he enjoys spending time with his wife Denyse (a former reporter whose claim to fame was that she was the first to write about John Wayne Bobitt), and their three elementary school-age sons, William, Jared and Joey.

We would like to thank Jamie for sharing his story and for helping us become the successful Union we are today.

## DO I HAVE A GRIPE OR A GRIEVANCE?

*(Continued from page 15)*

cannot get involved on your behalf.

If you feel you have been treated unfairly by Scheduling or Management personnel, please call the Union and we can walk you through it to see it to a final resolution. Unfortunately, not all issues are resolved the way the Union or the Flight Attendant may desire, but it did go through the process, and that is what is needed to keep Management as well as the Membership informed of what is actually happening.

Each situation calls for a different strategy. Please call the Union office anytime you have a question as to whether there has been a violation of the Contract. In most cases, we can clear up the issue. If not, we will file a grievance on your behalf and proceed accordingly.

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## SAFETY TEAM REPORT

*(Continued from page 16)*

at the bottom of the page then simply fill in the required information on the screen. This includes the FAA Certificate number on your card and information from a government issued photo ID (Drivers License, Passport or Government ID). Once your account is created you may make changes and/or have immediate access to you FAA Certificate. Your account will also provide other important FAA safety information and services in the near future. We think you will find this service very useful and time saving and thus recommend every Flight Attendant create an account with the FAA immediately. If you do this now, and the need to change or obtain a replacement certificate arises you are ready to go and will not have to write letters and make phone calls to the federal government.

If you have lost or have had your Certification Card stolen, or if you need to have your name changed, you can still use the FAA website to guide you through the manual process. Simply go to [www.faa.gov](http://www.faa.gov), click on "Licenses & Certificates" along the top navigation tabs then click on the "Replace Airman Certificate Link". Follow the instructions on this page to replace your certificate which includes the address to mail your request to:

Federal Aviation Administration  
Airmen Certification Branch, AFS-760  
P.O. Box 25082  
Oklahoma City, OK 73125-0082

In the case of having to obtain a new airman cer-

tificate that reflects a legal name change, you must send copies of legal documentation such as court orders, marriage licenses, passports, and birth certificates directly to the Airmen Certification Branch listed above for changes in your Flight Attendant Certificate. Again this address can be found on the "Replace Airman Certificate" page of the [www.faa.gov](http://www.faa.gov) website.

As always if you have more questions on FAA Certification, the FAA website or any Safety and/or Security matters, feel free to contact the Union Office (800-969-SWFA) and ask for Michael Massoni at Extension 4202. Remember, fly safe, fly secure, and stay informed at [www.twu556.org](http://www.twu556.org).

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## GRIEVANCE TEAM UPDATE

*(Continued from page 18)*

Company denying Record Improvement, as afforded under Article 32, to Flight Attendants who have reached 12 points. The Union believes this to be a blatant violation of the Contract. We will keep you posted on any developments on this issue.

**FLIGHT ATTENDANTS ON MEDICATION:** Please know if you mention that you are taking medication to a member of Southwest Airlines Management, you may be "self disclosing" your health issues. Management will consider it appropriate to pull you from performing safety sensitive duties until they feel confident that you are able to perform your duties without being impaired. You may be taking a drug that would not show in a urinalysis, but may indicate a certain serious health condition or could impair your abilities. In order to be returned to duty, you may have to provide personal information about your health and could even be subject to a fit for duty test. You may be asked for information from your Doctor. You may be asked to discontinue certain medications. In some cases you could be pulled and placed on a medical leave until such time as the Company feels you are not impaired. If you are concerned about a medication that you have been prescribed, discuss this with your physician. Drugs that we are tested for are Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). Follow the current drug and alcohol policy that we have in place and can be found on SWALife. The Union does not necessarily agree with this current practice of forcing medical leaves and investigating Flight Attendant's medical history in this manner.

# 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



10 million people around the world could die from breast cancer in the next 25 years unless there is a cure. In recognition of National Breast Cancer awareness month, we ask each of you to visit the Susan G. Komen for the Cure website and volunteer or donate to help make breast cancer history.

[www.komen.org](http://www.komen.org)