

# unity <sup>update</sup>

YOUR MONTHLY UNITY SUPPLEMENT

JANUARY 2012

## PRESIDENT'S MESSAGE

# What SLI means to me

Everyone is affected by the Seniority List Integration, says TWU Local 556 President Thom McDaniel.

**A**fter months of hard work from your SLI Team and patience from our Membership, we finally have a Seniority List/Transition Tentative Agreement to vote on. While this has been a difficult process for everyone, the decision is now in the hands of the TWU Local 556 and AFA Council 57 Members to approve the negotiated agreement or submit the issue to Arbitration.

Your Union has worked very hard to ensure that our Members have the information to make an educated decision and a responsible vote. Since the announcement on December 26, there have been educators in the Flight Attendant Lounges and Union Office, information on our Web site, and we have used every available communication resource to ensure that our Members understand the process, the Tentative Agreement, and the importance of this decision.

Before you vote, however, I would like to take this opportunity to share my personal experiences on this journey, and my realizations about what this Agreement means to me.

I have been a Southwest Flight Attendant for almost twenty years. Looking at the numbers, a lot of people would think that this agreement will not affect me. I respectfully disagree, because during that almost twenty years, I spent four years volunteering on the Culture Committee and another eleven years serving you as your Union President. To me that means that for at least fifteen of the last twenty years, I have been on the front

lines fighting for what is most important at our Company—our People.

The job of the Seniority List Integration (SLI) Team was simple on the surface. We were charged with coming up with a compromise that could be agreed to by both sides and that was better than a panel of Arbitrators would arrive at. That's sounds easy – we have negotiated two great Contracts and additional Side Letters for the hardest working and most productive Flight Attendants in the industry. That's where it gets hard – we do have the best Contract in the industry, but SLI Negotiations are not Contract Negotiations; they are to decide how to integrate a seniority list in a fair and equitable manner.

Your SLI Team took all issues that would be considered in Arbitration and arrived at a final Tentative Agreement for seniority that both sides could agree was worthy of a Membership vote. The SLI/Transition is divided into three sections. The first one is Seniority Integration—these are the issues that would be considered in Arbitration. The second is Transition – these are issues that involve the steps that must be taken for AirTran Flight Attendants to become Southwest Airlines Flight Attendants. The third is Dispute Resolution – this involves how to settle any disagreements that may occur from the process.

Your SLI Team was charged with dealing with the issues that would be presented to an Arbitrator - credit for inflight seniority for both work groups and how each side would be impacted or displaced as a result of the acquisition. After months of negotiations, your SLI Team was able to gain 2.5 years of additional bidding seniority in all current and future Southwest Airlines bases (except ATL) and furlough protection for Southwest Flight Attendants hired before the acquisition was announced.

One other consideration of Arbitration is also whether or not Employees would be displaced or whether new jobs would be created in a location as a result of the acquisition. Since the vast majority of AirTran Flight Attendants are currently based in ATL where Southwest does not have a base, we allowed date of hire bidding protection for all Flight Attendants and priority return for AirTran Flight Attendants when an Atlanta base is opened. AirTran also has a small base in MCO, so AirTran Flight Attendants would have displacement protection in MCO, however Southwest Airlines Flight Attendants would benefit from the additional 2.5 years of bidding seniority. These are the only issues that were considered and could be negotiated by your SLI Team and the only issues that would be considered in Arbitration.

*Continued next page*

### THOM MCDANIEL

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*President's Message continued*

As you review and educate yourself on this Agreement, please understand that your SLI Team was only charged with negotiating the seniority list and potential displacements, which is the only portion that Arbitration would rule on. Arbitration would not impose a probation period, a different pay scale, or shared hotel rooms for training; it would only decide the integration of the seniority list. Transition agreements are completely separate and were negotiated between Southwest Airlines and AFA to transition into, but not violate the TWU Local 556 Contact.

Whatever your decision, please remember Southwest Airlines Flight Attendants are completely protected in this Agreement. We lose nothing and gain 2.5 years of seniority for bidding and furlough protection in all Southwest Airlines bases and date of hire seniority in a future ATL base. AirTran Flight Attendants will give up 2.5 years of bidding seniority and furlough protection and gain the industry leading Contract that our Members have already had the advantage of working under.

Please cast an educated and responsible vote, but please also remember that the real decision is not about the seniority gains that will be achieved for Southwest Airlines Flight Attendants and the contractual gains that AirTran will achieve, but whether or not we make our own decisions, live with them, and work together or submit our futures to the uncertainty of Arbitrators who will never have to work under their decision.

**FIRST 2012  
MEMBERSHIP MEETINGS**

All meetings begin at 10 a.m. local.

BWI: January 23  
MDW: January 25  
DAL: January 27  
HOU: January 16  
LAS: January 20  
MCO: January 26  
OAK: January 27  
PHX: January 26

Visit [twu556.org](http://twu556.org) for locations.

# Southwest Airlines Culture

by HOU Flight Attendant **David Kirtley**

**T**he basic tenet of Southwest Airlines culture has been the Golden Rule: treat others as you would like to be treated. Since Southwest Airlines' inception, this basic philosophy has been the guiding principle for Southwest Airlines employees, whether serving internal or external customers. In 1990, Colleen Barrett started the Southwest Airlines Culture Committee to foster and continue this principle for all current and future Southwest Airlines employees. This group's goal is to help create the Southwest spirit and culture where needed, to enrich it and make it better where it already exists, and to liven it up in places where it might be floundering. In short, this group's goal is to do whatever it takes to create, enhance, and enrich the special Southwest spirit and culture that has made this such a great company.

The Culture Committee is made up of employees from all departments and seniority levels. Their main activity (aside from fostering the culture within) is to share our culture with others, both internally and externally. This includes customer appreciation days in different cities, serving meals to CS&S agents, Ramp and Operations agents and Mechanics at maintenance bases. For Inflight, there are hokey days when committee members come on the plane with snacks for the crew, and hokey the plane and cross seat belts to give the crew a break. Our culture is one of the things that has set us apart from others in the industry, and contributed to our success.

Recently, our culture seems to be coming under attack from the outside and sadly, from within. The current state of the economy, both here in the US, as well as Europe, combined with the continuing spike in fuel prices have created continued economic threats to all airlines, including Southwest Airlines. Any economic threat to our profits and growth is also a threat to our culture.

Some recent issues are threatening not only to harm, but also to kill our culture from within. Back in the late 1980s, the theme of the Message to the Field was tribalism. This was described as the isolationist attitude and distrust that was developing within workgroups towards each other. Herb described how this concept could destroy our company and our culture if workgroups or stations are competing against one another rather than working toward a common goal through teamwork.

Many of these same issues of tribalism are rearing their head with the integration of AirTran. Some people see this as an "us" versus "them" issue, rather than looking at what we will become when the integration is complete. In fact, both airlines are successful companies on their own, each with unique and positive aspects. Southwest, for example, has excellent and generous industry-leading contracts. AirTran has international destinations, and a very large Atlanta operation that would take us many years and a considerable amount of money to achieve on our own. This alone fills in a huge hole in our route map.

It took Southwest Airlines many years of slow growth to achieve our current size in our existing domiciles. We will be a much larger more profitable operation when the integration is complete. Regardless of our personal views, Southwest and AirTran will be integrated, and it is up to each of us as individuals, as well as within our workgroups, to take ownership of and ensure that it is successful.

# Seniority List Integration: Frequently Asked Questions

As you know, the Union leadership is available to answer all of your questions. We have compiled an initial list of some of the questions that we expect to be more frequently asked. The entire transition process is estimated to take up to 2 years before the last AirTran aircraft and equivalent Employees are transitioned. During this time AirTran Flight Attendants will only work on AirTran aircraft with AirTran Pilots (this is known as the ATR partition) and Southwest Flight Attendants will only work on Southwest aircraft with Southwest Pilots (the Southwest partition). AirTran Flight Attendants will continue to operate under their AFA CBA until they successfully complete Southwest Special Merger Training and become Southwest Flight Attendants. Please consult the entire agreement for full details.

## **What seniority gain did the Southwest Flight Attendants get credit for?**

Southwest Flight Attendants on the seniority list as of September 26, 2010 will be credited with an additional 2.5 years (30 months) of seniority for all bidding purposes, and determination of furlough/reduction in force.

## **What seniority adjustment did the AirTran Flight Attendants get credit for?**

AirTran Flight Attendants are not receiving any upward seniority adjustment. Flight Attendants on the AirTran seniority list will be placed on the Southwest seniority list at their original date of hire (DOH).

## **What happens to the seniority of a Flight Attendant who was hired by either airline after September 26, 2010 (when the AirTran acquisition was announced)?**

Any Flight Attendant from either carrier employed after September 26, 2010 will be placed on the Southwest seniority list on the date they enter, or entered, service. If two Flight Attendants have the same

seniority date then the Southwest Flight Attendant will be placed on the seniority list above the AirTran Flight Attendant.

## **At what point will I receive the additional 2.5 years of seniority credit?**

The point at which the first AirTran Flight Attendant completes Southwest Special Merger Training and is added to the Southwest seniority list.

## **Will I receive the additional 2.5 years seniority credit for purposes of vacation bidding, line bidding, domicile bidding, and for determination of furlough/reduction in force?**

Yes.

## **What does “constructive seniority” mean?**

Constructive seniority is seniority created by the operation of the Agreement which applies to Southwest Flight Attendants for the purpose of bidding and determination of furlough/reduction in force.

## **Does the 2.5 additional years of seniority credit apply for pay purposes and vacation accrual?**

No. The additional seniority applies for bidding purposes and determination of furlough/reduction in force.

## **Are AirTran Flight Attendants being credited with an additional 2.5 years of seniority?**

No. AirTran Flight Attendants will bid at their original date of hire in all bases.

## **What is the relevance of September 26, 2010?**

This is the “date of constructive notice,” the date that Southwest announced its intention to purchase AirTran, and any Employee for either Company hired after that date should have been aware of the acquisition.

## **Since ATL has never been a base at Southwest, how will seniority credit be handled at that base in the future?**

Within the future ATL domicile (to be created no later than January 1, 2015) all Flight Attendant bidding will be awarded based on actual DOH for either carrier. All AirTran Flight Attendants will be considered displaced from the future Southwest ATL domicile and be given return priority to the future Southwest ATL domicile.

## **Are Southwest Flight Attendants at MCO credited with the additional 2.5 years of seniority credit?**

Absolutely. MCO is one of our bases.

## **What happens to the AirTran Flight Attendants who are based at MCO?**

All AirTran Flight Attendants based in the AirTran MCO domicile as of December 31, 2011 will be considered displaced and be given return priority according to the TWU 556-Southwest Contract.

## **Will AirTran Flight Attendants be able to bid for all bases in the Southwest system?**

Yes, at the time the AirTran Flight Attendant is awarded a Southwest Special Merger Training Class s/he will be required to complete a vacancy bid.

## **Won't AirTran Flight Attendants just stay in ATL once they come online?**

ATL is not guaranteed to be a Flight Attendant base for Southwest until January 1, 2015. AirTran Flight Attendants will transition to the Southwest system before that date. They will then need to be based in a Southwest domicile pursuant to the TWU 556-Southwest Contract. Once they transition they will only work on flights operated by Southwest out of Southwest bases as a Southwest TWU 556 Flight Attendant.

## **If a former AirTran Flight Attendant transfers out of ATL to another domicile at what seniority will they bid?**

They will bid at their original date of hire regardless of their base, while the Southwest Flight Attendants will receive the ad-

ditional 2.5 years of seniority credit. The AirTran Flight Attendants will not receive any additional seniority credit.

**Since all bidding at ATL (when it becomes a Southwest base by 2015) will be based on original date of hire, what types of bidding does this affect?**

It affects bidding situations like line, reserve, vacation, DRT, SDRT, MRT, Job Share, Training, and Charters, within the ATL base. For all other purposes (e.g. reduction in force) all former AirTran Flight Attendants' seniority will be date of hire and Southwest Flight Attendants' seniority will be date of hire plus 2.5 years of seniority credit at ATL.

**What about reroutes online?**

Scheduling will use the original AirTran Flight Attendants' date of hire and the Southwest Flight Attendants' new adjusted seniority, date of hire plus 2.5 years seniority credit, when assigning the Flight Attendant used for the reroute/reschedule.

**What does it mean that AirTran Flight Attendants will be given a "priority" to ATL?**

Much like the provision in our Contract that allows a Flight Attendant the "right of return" to a base they were forced out of, an AirTran Flight Attendant that bids for ATL once the Southwest base opens, will be given priority to ATL. After all vacancies have been filled by former AirTran Flight Attendants then Southwest Flight Attendants that bid for ATL will be awarded the remaining openings.

**How will the priority work at MCO?**

Former AirTran Flight Attendants based in MCO, as of December 31, 2011, will have priority return rights to MCO. Southwest Flight Attendants based in MCO are not affected and cannot be displaced.

**Are there currently any Southwest Flight Attendants on the Right of Return list for MCO?**

No. There are no displaced Southwest Flight Attendants waiting to return to Orlando.

**At what point will I be able to bid for ATL?**

As soon as Southwest opens ATL as a Southwest base. Southwest commits to

open ATL as a Flight Attendant domicile no later than January 1, 2015. You will be able to bid at that time.

**When a Southwest Flight Attendant transfers to ATL (after it becomes a Southwest base), can a former AirTran Flight Attendant bump the Southwest Flight Attendant out?**

No.

**Will former AirTran Flight Attendants, after they transition to Southwest, be able to displace a Southwest Flight Attendant at a Southwest Base?**

No.

**Will there be a system-wide rebid for all Flight Attendants?**

No. This Agreement does not allow for a complete rebid of all bases. That would be unacceptable.

**Will any Southwest Flight Attendants be furloughed as a result of this Agreement?**

Absolutely not. No Southwest Flight Attendants will be furloughed as a result of the acquisition.

**Are AirTran Flight Attendants required to go through training at Southwest?**

The training is mandatory and AirTran Flight Attendants will not be allowed to transition without this required training. AirTran Flight Attendants will transition to Southwest by a transition bid. Southwest will determine operationally how many Flight Attendants will be needed to transition and keep both operations stable. They will post bids for the training classes and AirTran Flight Attendants will be awarded class dates in seniority order.

**Do the AirTran Flight Attendants get the increases in pay and work benefits of the TWU 556 Contract immediately?**

No, only upon successful completion of the Southwest Special Merger Training will an AirTran Flight Attendant become a Southwest Flight Attendant and operate under the TWU 556 Contract work rules and pay. Those remaining in the AirTran partition will remain under the AirTran-AFA Contract work rules and pay.

**How many AirTran Flight Attendants will transition at a time?**

That will be determined by Southwest based on operational needs. We simply don't know.

**What happens if an AirTran Flight Attendant fails Southwest training?**

Successful completion of Southwest Special Merger Training is required of all AirTran Flight Attendants. If they fail to successfully complete the training they will be considered to have resigned.

**Will former AirTran Flight Attendants who have completed probation at AirTran have to serve probation a second time when they transfer over to Southwest?**

No. An AirTran Flight Attendant that has successfully completed probation will not serve a new probationary period after becoming a Southwest Flight Attendant.

**What about Flight Attendants at AirTran who never completed probation in our profession?**

If an AirTran Flight Attendant transitions to Southwest during her/his current probationary period they will be required to complete the remainder of their probationary period at Southwest. To work at Southwest, you must have completed full probation at AirTran under the AirTran Union Contract, or finish it at Southwest.

**Since the AirTran Flight Attendants' Contract is based on hourly rates, how will their sick and vacation balances be transferred over when they are actually an Employee of Southwest under our TFP system?**

All AirTran Flight Attendants' accrued and unused sick leave bank will be carried over to Southwest at a rate of 7 TFP for each day of accrued sick leave, up to a maximum of 18 days. With regard to vacation, AirTran Flight Attendants with accrued and unused vacation will be credited with the amount of vacation they were entitled to prior to the transition.

**How will AirTran Flight Attendants' vacation bidding be handled after they transition?**

If the Flight Attendant transitions after the annual vacation bid the Flight Attendant will be awarded a slot that s/he could have held with his/her integrated seniority within his/her new domicile. No Southwest Flight Attendant's existing vacation bid/award will be rescinded.

**Since the AirTran Flight Attendants are coming to a new Company (Southwest) how will certain benefits, which are different here, be handled?**

AirTran Flight Attendants will receive an initial uniform complement of 5 tops, 5 bottoms, 1 belt and 1 coat. AirTran Flight Attendants will receive full Southwest insurance and 401(k) benefits upon successful completion of Southwest Special Merger Training.

**Are AirTran Flight Attendants getting a “fresh-start” under the Southwest attendance program?**

No, points accumulated at AirTran will be transferred with the Employee according to respective CBAs.

**Why does the Transition Agreement section of this Agreement include so many items specific to AirTran Flight Attendants?**

Remember, we are fully protected under our Contract and not being subject to any work rule, pay, or benefit changes, other than our 2.5 year seniority credit increase. The AirTran Flight Attendants are undergoing numerous changes, including differences in training, vacation, uniforms, sick leave, etc. All of those issues need to be addressed.

**What happens if the Agreement is not ratified (is voted down by either the Southwest TWU 556 Flight Attendants or the AirTran AFA Flight Attendants)?**

The Agreement becomes null and void. The 2.5 years of additional seniority credit will not go into effect. The seniority integration issue will go to arbitration to be decided by a panel of 3 arbitrators; the arbitrators’ decision will be final. The transition issues become null and void and will have to be addressed between the parties.

**SENIORITY GAIN**

**How do I recognize the 2.5 year gain in my seniority?**

First, look at the master seniority list. The real effect comes when AirTran Flight Attendants begin transitioning to Southwest Airlines. In order to work under the TWU-556 Contract, AirTran Flight Attendants must bid and be awarded a training slot to the Southwest Airlines system, successfully complete Southwest Special

Merger Training, and enter an existing Southwest Airlines domicile where there is a vacancy. If there are vacancies which allow them to enter your domicile, then you will begin to realize the 2.5 year seniority gain. If a 5-year AirTran Flight Attendant enters your domicile and you are a 5 year Southwest Flight Attendant, you will be bidding at 7.5 year Flight Attendant seniority, 2.5 years over the AirTran Flight Attendant.

**Why does my new seniority number go down?**

When you look at your new seniority number in the master seniority list, it may reflect a bigger number than your old seniority number, however the overall Flight Attendant number is growing by approximately 25%, so the vast majority of Southwest Airlines Flight Attendants hired before September 26, 2010 have a relative increase in overall seniority. The best tools to show you the gains are: [www.twu556.org/sli\\_11.php](http://www.twu556.org/sli_11.php) By entering your employee number, a calculator shows your relative gain in the seniority list by percentile, the gain by percent alone, and the number of AirTran Flight Attendants both above and below you.

[www.twu556.org/sli\\_4.php](http://www.twu556.org/sli_4.php) By entering your employee number, a list is produced showing your position in the new seniority list with the closest ten Flight Attendants around you. Also, a pixel chart in yellow and blue shows a visual representation of where you (a little red square) are in comparison to every Southwest and AirTran Flight Attendant.

**Does this 2.5 year gain increase my pay or vacation accrual?**

No. SLI Negotiations were for the purpose of integrating the Southwest Airlines and AirTran Flight Attendant Seniority Lists, not to renegotiate our Contract. In order to approach additional pay or vacation for Southwest Airlines Flight Attendants, TWU-556 would have to reopen the Contract for negotiations with Southwest Airlines. Our current Contract will not reopen for negotiations until May 2013. This is not something Seniority Integration negotiations can address.

**Are AirTran Flight Attendants getting a raise through our Contract?**

AirTran Flight Attendants will receive the

gains of the TWU Contract only when they complete Special Merger Training and transition to become a Southwest Airlines Flight Attendant.

**If Scheduling needs to reroute someone, will the 2.5 year seniority gain affect who is assigned?**

Yes, Scheduling will be working off the master seniority list which would include your seniority gain.

**If I have no AirTran Flight Attendants above me, does this agreement affect me?**

Yes, a negotiated agreement that gives all Southwest Flight Attendants additional seniority credit is preferable to the uncertainties of Arbitration and provides additional furlough protection.

**How was the +2.5 years of additional Seniority credit for Southwest Flight Attendants reached?**

The number was a negotiated result of countless proposals and bargaining.

**Does AirTran lose seniority?**

Yes, with the 2.5 year increase for us, AirTran Flight Attendants’ overall bidding seniority when in the Southwest system decreases an average of 26% with a large portion of losses as high as 40%.

**What is the bidding seniority of a 4.5 year AirTran Flight Attendant?**

A 4.5 year AirTran Flight Attendant will be as though a 2 year Flight Attendant for all bidding purposes within the Southwest system, but will retain the 4.5 years for bidding in Atlanta (ATL).

**What is a 4.5 year AirTran Flight Attendant going to be paid under the TWU 556 Contract?**

Once each AirTran Flight Attendant successfully completes Special Merger Training, they will be credited for their years of service as a Flight Attendant under the TWU-556 Contract. Therefore, a 4.5 year Flight Attendant will be paid as a 4.5 year Flight Attendant under the SWA-TWU Local 556 Contract.

**Will the 2.5 additional years of bidding seniority increase my eligibility for retirement?**

No, it is only for bidding and furlough purposes.

**If a new base is opened other than**

**ATL, will Southwest Flight Attendants retain the 2.5 year gain for vacancies to the new base and bidding purposes in the new base?**

Yes, Southwest Airlines Flight Attendants will have 2.5 years of seniority credit for all current and future Southwest Airline Flight Attendant bases except ATL.

**TRANSITION**

**Will AirTran Flight Attendants displace a Southwest Airlines Flight Attendant from their base when they transfer into a Southwest base?**

No.

**Will an AirTran Flight Attendant with a priority return to ATL or MCO bump out or displace any Southwest Flight Attendant already in the base?**

No.

**How long will AirTran Flight Attendants retain their priority return to ATL or MCO?**

AirTran's priority return may only be used once. If a vacancy opens in a new Southwest Airlines ATL base, to fill their priority return, it must be accepted or forfeited. Before the priority return vacancy is filled, they may change bases by changing their second choice in their vacancy bid.

**What if AirTran Flight Attendants who are senior to me come to my base; how will that affect my seniority?**

You will have the benefit of 2.5 years of bidding seniority. The transition of AirTran Flight Attendants will happen only as vacancies in bases are available. However, at this point there is no definitive answer to how many need to transition, what bases will have vacancies, or what seniority the Flight Attendants who transition will be at that time. Looking at the tools on the [www.twu56.org](http://www.twu56.org) Web site will give the best overall picture of the potential effect. However, each AirTran Flight Attendant will enter your base with a 2.5 year bidding disadvantage for lines, reserve, and vacation along with a 2.5 year bidding disadvantage in the vacancy process, reroutes, or in the opening of a new base.

**Where will AirTran Flight Attendants go once they complete Spe-**

**cial Merger Training?**

This will be based upon the growth of Southwest Airlines in general. To achieve growth at Southwest Airlines, we need more planes flying in the Southwest Airlines system. Each new plane supports more lines and more flying out of the Southwest Airlines bases. Basically, by following the aircraft, you can follow the growth in our Company and our domiciles. If more planes are needed in Dallas, for example, vacancies will open in DAL. Therefore, those vacancies will be filled in seniority order with the Southwest Airlines having 2.5 year in domicile bidding advantage. As the vacancies in Dallas are filled, others open throughout the system.

**Will the most vacancies be in junior bases like BWI and MDW?**

Vacancies will increase where Southwest Airlines is growing operations. A growing base means more lines and more flying, therefore seniority changes resulting for new Flight Attendants are minimized by a growing number of Flight Attendants in general.

**Does Southwest Airlines need to hire more Flight Attendants as AirTran planes are transitioned?**

Yes, in anticipation of the added number of planes, Southwest Airlines needs to have enough Flight Attendants to operate all the new planes received as a result of the AirTran acquisition. In fact, the newest Flight Attendant classes are an example of this. Therefore, as planes are transitioned into the Southwest Airlines system from AirTran, the appropriate number of AirTran Flight Attendants will transition with them. Under the AirTran-AFA Contract, each AirTran plane needs 14 Flight Attendants to operate within their system. In comparison, each Southwest Airlines plane needs 19 Flight Attendants, because of the favorable work rules (shorter duty days, longer crew rest, more vacation days, and number of guaranteed days off per month) within the TWU-556 Contract. Therefore, for each plane transitioned, an additional five Southwest Airlines Flight Attendants are needed to operate it.

**Can this proposed Agreement slow Southwest Airlines growth?**

Except for some unseen circumstances, no. Southwest Airlines was present in the

last SLI Negotiations with AirTran and negotiated the transition formula of the Agreement. For Southwest Airlines, this proposal offers the consistency and framework needed to provide a smooth transition as quickly as possible for the benefit of all parties. Southwest Airlines has always stressed that the quicker the transition, the quicker the potential gains of the acquisition may be realized. Growth is key to the success of Southwest Airlines and this Agreement is designed to contribute to that success.

**Is there an example of movement once Southwest Airlines makes ATL a base?**

Once Southwest Airlines determines the need for an ATL base for Southwest Flight Attendants, they will announce available vacancies. AirTran Flight Attendants will have a priority return to ATL, which allows their vacancy bid to be filled before a Southwest Flight Attendant, regardless of seniority.

**Does that mean that Southwest Airlines Flight Attendants will not be able to get into the ATL base?**

No. Once any AirTran Flight Attendant who has successfully been awarded and completed Special Merger Training, has been awarded ATL, vacancies will be open to Southwest Airlines Flight Attendants by seniority. However, there is no need to speculate that every AirTran Flight Attendant will return to ATL, because eight new bases now offer an opportunity. Furthermore, the amount of vacancies needed in ATL will determine how many Southwest Flight Attendants will enter ATL, too. For instance, if the Company opens ATL with 500 Flight Attendants, and only 400 former AirTran Flight Attendants have so far transitioned or want to return, the remaining 100 Flight Attendants at ATL would be current Southwest Flight Attendants.

**After a Southwest Airlines Flight Attendant has been awarded the ATL Base, can they be forced out by a former AirTran Flight Attendant with a priority return to the ATL base?**

No. When more vacancies open for ATL, the priority return for AirTran Flight Attendants may not displace a Southwest Flight Attendant already in ATL after their successful bid.

## **CONSTRUCTIVE NOTICE AND PROBATION**

### **What is DOH?**

DOH stands for 'date of hire.' It is your Inflight seniority date. Currently all Southwest Flight Attendants are placed on the seniority list and bid using their respective Inflight date of hire.

### **If an AirTran Flight Attendant was an internal transfer within AirTran, is their DOH their Company hire date or date of hire as Flight Attendant?**

It is their date of hire as a Flight Attendant, just like ours.

### **If I came from another position in the Company, do I retain my Company hire date for seniority?**

No. Southwest Airlines Employee's Company seniority is always credited for retention of vacation accrual, vesting, and benefits. However, when a Southwest Airlines Employee transfers from an internal position to become a Flight Attendant, they agree to give up their Company seniority (Company hire date) and begin using the date of hire as a Flight Attendant for all bidding purposes.

### **How am I affected if I was an internal, but became a Flight Attendant before September 26, 2010?**

For the internals hired as Flight Attendants before September 26, 2010, you realize the full 2.5 year gain in seniority. Knowing internal transfers make up the majority of new hire classes before September 26, 2010, the 2.5 year gain was negotiated with protection of those internals in mind along with all other Southwest Airlines Flight Attendants. The 2.5 year gain places a significant amount of AirTran Flight Attendants below our last class of June 25, 2010 before the constructive notice date.

### **How am I affected if I was an internal, but became a Flight Attendant after September 26, 2010?**

Within this proposed Agreement, a distinct date, September 26, 2010, is legally considered the "constructive notice" date. In the eyes of the law or an Arbitrator, unfortunately, those hired from outside or hired internally from either AirTran or Southwest Airlines are considered equal and integrate at their Inflight date of hire.

### **Can an Arbitrator change the constructive notice date?**

Legally, the 'constructive notice' date is considered to be the date that the acquisition is announced. In our case, in light of the past legal precedent, an Arbitrator would not pick a date other than September 26, 2010.

### **Why will AirTran Flight Attendants not sit probation?**

The probation language in this proposed Agreement is in the transition portion. The transition was agreed upon by the Company and AirTran. The Company has been consistent in their stance that any Employee transitioned between the same workgroup (i.e. Ramp to Ramp, Pilot to Pilot, or Flight Attendant to Flight Attendant) will not be interviewed, be considered a new hire, or sit probation if they have already successfully completed a probation period at AirTran.

## **FUTURE ATLANTA BASE**

### **When will ATL become a base?**

The Company intends to make ATL a Southwest Airlines base by January 1, 2015. However, ATL could be announced as a base when operationally feasible anytime before that date. This proposed Agreement provides certainty as to the existence of a future Southwest Airlines ATL base and Southwest Flight Attendants ability to enter ATL. The Company was a part of the transition and confirms the feasibility of the transition if approved.

### **Why does AirTran have a return 'priority' to ATL?**

AirTran Flight Attendants will be displaced out of ATL as they transition to Southwest Airlines. Since Southwest Airlines will be opening a base there, it was negotiated to give them priority to return, similar to our 'right of return.' This return 'priority' is a compromise. Whereas a 'fence' would prohibit Southwest Flight Attendants from being based in ATL, this proposed Agreement allows Southwest Flight Attendants access to the new Southwest ATL base. Also, once a Southwest Flight Attendant successfully bids ATL, they are unable to be displaced by former AirTran Flight Attendants with return 'priority.'

### **Will I retain my 2.5 year gain in se-**

### **niority in ATL?**

No. The 2.5 year gain in bidding seniority is a negotiated gain inside the existing Southwest Airlines system. AirTran Flight Attendants have never had access to the bases in Southwest Airlines' cities except for MCO (which is why Southwest retains the 2.5 year gain in MCO). Therefore, as they transition, they lose significant bidding seniority as they enter the Southwest system. Likewise, Southwest Airlines has never had access to ATL. Upon entering the new base, Southwest Flight Attendants will bid at their date of hire just like the former AirTran Flight Attendants. This is also a negotiated protection for the significant amount of AirTran Flight Attendants based and living in ATL. For example, 70% of their work force is 7 years or junior. At Southwest Airlines, 60% or 6000 Flight Attendants are senior to 7 years. Meaning, even at date of hire 60% of Southwest is in the top 30% of ATL.

### **How many AirTran Flight Attendants are based in ATL?**

ATL has roughly 1,875 AirTran Flight Attendants (this includes the 200 in MKE, a 'virtual base'). MCO has roughly 500 AirTran Flight Attendants.

### **How many Southwest Flight Attendants have MCO as their #1 vacancy bid, but have not yet been awarded it?**

Currently, roughly 50 Southwest Flight Attendants have a MCO bid. This number reflects the more current new hire classes. All long standing vacancies have been filled in the past months.

### **How many AirTran Flight Attendants have their 'standing bid' in MCO as of December 31, 2011 per the SLI/ Transition Agreement?**

517.

### **What is the seniority makeup of AirTran in general?**

At a glance, 70% of AirTran Flight Attendants are 7 years or less.

## **ARBITRATION**

### **Has an Arbitration date been established?**

Yes, should either the Southwest Airlines Flight Attendants or the AirTran Flight Attendants fail to ratify this proposed Agreement, Arbitration has been scheduled for

February 6, 2012 for up to five days. In order to comply with the timelines of the Process Agreement, a date for Arbitration was confirmed while we were still in negotiations. The need to plan in advance is due to the scheduling of the Arbitrators and their ability to release a decision before the set timelines as outlined in the Process Agreement.

### **What is the set timeline for a decision from the Arbitrators according to the Process Agreement?**

May 1, 2012.

### **How long does Arbitration take?**

The Arbitration itself can last up to five days. However, a typical timeframe for the deliberation, decision, and crafting of the final and binding Arbitration decision is roughly two months.

### **If AirTran or Southwest Airlines Flight Attendants vote down the proposed Agreement, do we have the ability to negotiate another deal?**

No. If the current proposed Agreement is not ratified by both Memberships, the issue of seniority integration will be decided by a panel of three Arbitrators. In the Process Agreement, much effort went into making sure both Memberships would have a chance to vote if an agreement was reached. There is value in making sure the Members' own their Seniority List Integration versus an Arbitrator's decision. Therefore, since the AFA Contract requires 21 days for a vote, the time frame between January 31, 2012 and February 6, 2012 is not great enough to go back to the table, negotiate, achieve a new Agreement, and vote on another deal.

### **Why can't Herb, Colleen or Gary step in to make a deal?**

During the most recent rounds of negotiations following our mediated sessions, the Company was present. The transitional portion of this agreement was largely influenced by the Company. The Company's input is seen and approved in the proposed Agreement. So the Company has already been present and, as stated above, timelines prevent any additional negotiating. A ratification of this proposed Agreement by the Members is needed or the seniority integration will be decided by the panel of three Arbitrators.

### **Can an Arbitrator make AirTran Flight Attendants sit probation?**

No. An Arbitrator will only deal with integrating a seniority list and not decide on issues seen in the transition portion of the proposed Agreement.

### **Does the constructive notice date of September 26, 2010 change in Arbitration?**

No. The constructive notice of September 26, 2010 is established by clear legal precedent. It is the legal standard which provides that the constructive notice date equals date of announcement of the acquisition. With or without ratification of the proposed Agreement, those hired after constructive notice date will be integrated by date of hire.

### **Can Arbitration prevent me from going to ATL?**

Yes, an Arbitrator can place a 'fence' around a certain workgroup's seniority as protection.

### **What is a 'fence'?**

A 'fence' for ATL would be based on seniority to protect the AirTran Flight Attendants' relative seniority. This would prevent Southwest Flight Attendants from entering as well as cultural integration within ATL.

### **What would an arbitrated decision look like?**

Arbitrations are uncertain and unpredictable and are final and binding, which means the decision could not be appealed and would not be voted on by our Members.

### **Is there any additional value to this proposed Agreement besides seniority and the integration of AirTran Flight Attendants?**

Yes. There is an added value to the opportunity to vote and 'own' this Agreement. The value to both Southwest Airlines and AirTran Flight Attendants is the avoidance of uncertainty. This agreement provides the framework of integration moving forward including a transition acceptable and feasible to the Company. To have certainty allows for the seniority advantage to be realized by Southwest Flight Attendants and the transition into Southwest Airlines to be realized by AirTran.

### **Why did the Unions schedule Arbi-**

### **tration dates? Didn't they want to negotiate an Agreement?**

The Union's goal was always to reach a negotiated Agreement that the Members of both Unions could vote on, however the Arbitrators used for these types of issues are highly specialized and in demand. The Unions agreed on an Arbitration panel and scheduled the Arbitration to ensure that the Arbitrators would be available if we were unable to reach a negotiated agreement.

### **How were the Arbitrators chosen?**

As mutually agreed in the Process Agreement, each Union chose one Arbitrator and then the two Arbitrators chosen by the Unions chose a third Arbitrator for a panel of three.

### **Who are the Arbitrators?**

Frederic R. Horowitz, Margaret Broman, and Gil Vernon.

## **VOTING**

### **How will voting on the Agreement work and when will it start?**

Voting will be conducted both online and via the telephone. Voting will begin on January 10, 2012 at 12:01am Central and end January 31, 2012 at 12:00 noon Central. Results will be posted by 6:00pm on January 31, 2012. More information along with a voting personal Identification Number (PIN) will be mailed to your address on file with Southwest Airlines. Both AirTran and Southwest Airlines Flight Attendants will start and end voting at the same time. Southwest Flight Attendants must have 50% plus one person (of those that vote) approval of the Agreement and AirTran Flight Attendants must have a 50% plus one person approval in order for this Agreement to be ratified.

## **SENIORITY INTEGRATION AND TRANSITION AGREEMENT RATIFICATION VOTE**

Polls open January 10, 2012 at 12:01 a.m. Polls close January 31, 2012 at noon Central.

If you have not received your ballot by Friday, January 13, 2012, please contact VoteNet Solutions at 866-984-3125.