

Update

CALENDAR OF EVENTS

AUGUST 2007 MEMBERSHIP
MEETING* - ALL TIMES ARE LOCAL

OAK

DATE/TIME: Thur., 08/09/07 at 10:00 AM
LOCATION: OAK International Airport
Esther Love Conf. Room
(Take elevator to 2nd Floor,
Go through wheelchair
accessible door, turn left,
room is on right)
(510) 563-6424

PHX

DATE/TIME: Fri., 08/10/07 at 10:00 AM
LOCATION: PHX Sky Harbor Airport
Terminal 3 - Level 2
HMSHOST Conf. Room
(Go to the end of hallway
next to Sbarro Restaurant)

DAL

DATE/TIME: Mon., 08/13/07 at 10:00 AM
LOCATION: Holiday Inn Select Love Fld.
3300 W. Mockingbird Lane
(214) 357-8500

HOU

DATE/TIME: Fri., 08/17/07 at 10:00 AM
LOCATION: HOU Hobby Airport
The Astro's Room
(713) 641-7723

MDW

DATE/TIME: Wed, 08/22/07 at 10:00 AM
LOCATION: American Legion
Clearing Post 600
4352 W. 63RD Street
(773) 767-0230

BWI

DATE/TIME: Thur., 08/23/07 at 10:00 AM
LOCATION: BWI Airport
BWI Conf. Room NTE 247
(At the end of the Air Tran
counter, turn right to the
Meditation Room, then take
another right. The BWI
Conf. Room, #NTE 247, will
be to the left behind the Air
Tran ticket counter)

MCO

DATE/TIME: Fri., 08/24/07 at 10:00 AM
LOCATION: Hawthorn Suites MCO
7450 Augusta National Dr.
(407) 438-2121

MEETING AGENDA: - General Business;
Negotiators' nominations, discussing &
voting on Bylaw Amendments.

* All sessions constitute the meeting.

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

PRESIDENT'S MESSAGE

by Thom McDaniel, TWU Local 556 President

We're back! The Executive Board World Tour was a great success. If you haven't done so already, please check the TWU Website for pictures and the great blogs created by Kyle Whiteley. While on the website, take a look at the new insurance opportunities offered by Colonial. The open enrollment period will be over soon, so don't miss your chance this year. Thanks to the Members who greeted us so warmly in every city and shared their ideas, questions, and concerns. We look forward to other variations on this concept in the future.

The majority of this issue of Unity Update is a summary of the recent three-day arbitration that recently took place over Management's manipulation of Open Time. This information has already been posted on the TWU Website; however, this is such a big issue that the Executive Board felt that the entire Mem-

bership should be aware of the blatant and ongoing violations of our Contract happening every day in Scheduling and what we as a Membership can do to stop them until the Arbitrator's final decision.

Although the Arbitration has been completed, we are aware that there are still trips every day that are not being placed in Open Time. If you find one of these, please call the Union Office immediately so that we can research it and add you to the Group Grievance within the contractual time limits.

As requested by the Arbitrator, the Union and Management will be meeting to try to resolve any grievances as we can prior to a conference call with all parties on June 7. While our Union is always willing to work through problems, we have put Management on notice that we will not agree to any settlement that denies our Members what we negotiated in our



Contract or one that rewards Management for violating that Contract. We will also be asking for Member participation to remind Management how important it is to honor agreements and bargain in good faith.

In closing, I would like to thank Gayle Ross for her service to our Union. Gayle has resigned as Treasurer for personal reasons. I know she is doing what is best for herself and her family, and I have a great deal of respect for her decision and contributions to our Membership. I would also like to welcome Jerry Lindemann as our new Treasurer. Jerry has a tough and challenging job ahead of him, and I look forward to working with and supporting him in every way I can.

Open Time Arbitration Summary

The Union's battle in upholding our Contract

The Parties involved in the Arbitration were:

Arbitrator: Diane Dunham-Massey

Union Arbitration Team: Mark Richard – Attorney; Denny Sebesta – First Chair and Grievance Chair; Thom McDaniel – Union Representative; Jill van der Werff – Observer and HOU DEBM

Union Witnesses Appearing: Thom McDaniel – President and Lead Negotiator; Brett Nevarez – Contract Negotiator and BMAL; Kimberly James – Party representing overall harm to Flight Attendants; Chris Click – Grievant in Group; Kathy Anderson – Actual and Class Remedy Witness

Union Witnesses on Standby: Debbe Mosier – Grievant in Group; Kevin Onstead – Contract Negotiator; Lucy White-Lehman – Rebuttal Witness

Management Arbitration Team: Susanne Sullivan – Attorney; Mike Mankin – First Chair; Brendan Conlon – Company Representative; Lisa Thomas – Paralegal

Management Witnesses: Claire Taitte – Manager of Scheduling; Naomi Hudson – Senior Director of Employee Resources and Contract Negotiator

Official transcripts were recorded by a Court Reporter

On April 19 and 20, the Union and the Company took 4 grievances involving the Company's manipulation of Open Time to Arbitration. The issues that were to be arbitrated dealt with the Company's failure to immediately place all uncovered flying into Open Time and failure to place pairings in Open Time prior to assigning them to a Reserve. These provisions were both negotiated in the last Contract and agreed to by both parties.

The Arbitration was scheduled to begin at the TWU Local 556 Office at 10:00 AM on April 19. The Union reserved two days for the Arbitration because in the past, Management has drawn Contract cases out to give them additional time to prepare. The Company lawyer immediately began using "lawyer tricks" to stall the Arbitration claiming that she did not know the actual issue being arbitrated and that the issues had not been agreed upon. It should be noted that there had been one pretrial phone conference between the parties as well as one settlement conference the prior day with all parties present. During these meetings, Management's lawyer never indicated that there was a question about the issues being arbitrated, and she had access to the Union attorney and Union Grievance Chair prior to the day of the Arbitration. This tactic caused an approximate 1 ½ hour delay.

Mark Richard gave a brilliant opening statement

laying out what was a very simple case centered mainly around Article 12.5.E of the Contract. 12.5.E states:

"All pairings or pieces of pairings that are uncovered including sick calls, overlap adjustments, DRT's, leaves of absence, and Funeral Leave shall immediately be placed into Open Time and made available for pick up or trade. Pairings pulled for Jury Duty will be placed into Open Time when it is known that the Flight Attendant will be unavailable and/or unable to recover her/his pairing."

The Union argued that "All" means "All". "Pairings or pieces of pairings" means legal pairings beginning and ending in the same domicile. "Uncovered" means not assigned to a Flight Attendant or Reserve. "Including" means the pairings specifically

named in the article and "All" other pairings that are "uncovered". "Immediately" means "immediately" or as soon as it is known that they are uncovered. These are not difficult concepts and were not difficult when they were agreed to by both parties in Negotiations.

The Company's argument was basically that "All" means "All" but only including those things named in the article and excluding reschedules, inbound Reserves, and pretty much everything else they could throw in. "Pairings or pieces of pairings" means pairings or pieces of pairings after they looked for every other alternative. "Uncovered" means something they determined was uncovered if they could not figure out

The Union argued that "All" means "All".

something else to do with it. "Including" was limited to sick calls, overlap adjustments, DRT's, leaves of absence, and Funeral Leave and excluded everything else. "Immediately" means whenever we are finished looking for all other alternatives. These are pretty hard concepts to grasp and were never agreed to in Negotiations.

Thom McDaniel laid out the case for the Union including background information on Negotiations, the need for the provisions negotiated by the Union due to the Company's long history of hiding pairings and clogging Open Time, and the introduction of several taped conversations between Flight Attendants and Scheduling that indicated clear violation of the Contract and pairings being illegally held out of Open Time. Thom's testimony lasted several hours.

Brett Nevarez confirmed the intent of the language of Negotiations and even introduced his Contract Negotiation notes as well as those of Denny Sebesta and Kevin Onstead representing three of the five Flight Attendant Negotiators as proof. It should be noted that as Lead Negotiator, Thom McDaniel did not take dialogue notes and Cindy Ritner took notes on her proposals instead of in narrative form. All Union notes agree on the issues.

Kimberly James testified about harm done to the Membership as a whole through Contract violations and demonstrated the Open Time and Trip Trade processes for the Arbitrator and demonstrated the process for finding pairings not placed in Open Time.

Chris Click testified about specific incidences in the Grievance when he was denied Open Time pickups and trades limiting his flexibility and his ability to provide for his family.

Kathy Anderson presented the Union's remedy or damages. The Union grieved for the Company to cease the practice and comply with the Contract, double time for all Flight Attendants named in the grievance for denied pickups and trades, and 6.5 TFP (average daily guarantee) for all Flight Attendants harmed (entire Membership) as a Class Remedy. The Union also grieved for one year's full time TFP to reimburse the Union for the preparation of the case, and one year's full time TFP to reimburse the Union for a Flight Attendant to monitor Scheduling compliance with the Arbitrator's decision. It should be noted that the Management lawyer objected strongly to any class remedy for the entire Membership.

The Union's case took a day and a half, but it could have been concluded much more quickly. Management's frequent interruptions, their attempts to confuse the Arbitrator with rabbit trails, and their failure to arrive on time caused the case to last much longer.

Management's case began with Claire Taitte

explaining the Scheduling process and the flow of aircraft. Management entered several exhibits that had been created by Claire that were supposed to demonstrate that placing pairings in Open Time and abiding by the Contract would cause considerable delays, disrupt the entire airline, and inconvenience Customers. Unfortunately, most of Claire's examples (including a cute stunt of including reschedules of Executive Board [EB] and Negotiating Team [NT] Members) that were simple reschedules did not involve legal pairings that started and ended in domicile. They were online reschedules that were not part of the grievance. This was a clear attempt to confuse the arbitrator. Claire's testimony with rabbit trails and irrelevant examples dragged on so long that combined with other Management delays, the Arbitrator had to grant a continuance until May 2 at 7:00 AM.

On May 2, after Management arrived late again, Claire Taitte's testimony continued. The only relevant example from the grievance that was provided by Claire's manufactured evidence was one example that would cause no delay or inconvenience any passenger. It would have cost the Company more money so Claire described it as "inefficient". It is clear that

Claire values the bottom line more than the integrity of the Contract so her "efficient" example denied one of our Members his contractual right to pick up an uncovered pairing. Claire testified repeatedly that abiding by the Contract would cause irreparable harm to the Company; however, she was not able to provide any valid proof or computer modeling that could demonstrate this – she just knew. Claire also testified that after the

Contract was ratified there had been no changes in Scheduling processes or automation to comply with Article 12.5.E, and that she had not requested any changes to be made to comply with new Contract language. Claire appeared to have a very difficult time answering direct questions.

The Company's next witness was Naomi Hudson. Naomi's official title is Senior Director of Employee Resources; however, she served as an overall expert on Southwest Airlines, Scheduling, Negotiations, and human spackle by attempting to plug all the holes in Management's case. Naomi testified that the Company's reroute procedures have not changed in 35 years; however, she has only been an Employee for 16 years. Naomi testified about the 1991 Contract however she was a secretary in Ground Ops when it was ratified. Naomi testified about a 2001 Scheduling Memo however she was Chicago Manager when it was issued – not even in the building. Naomi testified that she would not have ever agreed to certain Scheduling aspects in the Contract; however, Naomi

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was neither the Lead Negotiator nor the Scheduling Director on Management's Negotiating Team. In fact Naomi was absent the time when Article 12.5.E was tentatively agreed to and was not present at the Bargaining Table for the final 6 weeks of Negotiations. Naomi once again reiterated that SWA would not be able to function if all uncovered pairings were placed in Open Time to be available for pick up or trade; however, Naomi never produced any proof to that claim. Naomi even produced a few examples of documentation that showed that Flight Attendants could pick up pairings from Open Time within a minute of them being placed in there – it should be noted that these had been printed on May 1, proving that the Management lawyer stalled their case for more time to prepare. Naomi presented a document that she had created regarding the re-route process in spite of the fact that Naomi has not worked in the Scheduling Department for 10 years. Naomi presented numerous other non-related Articles and issues to create additional rabbit trails. Naomi served as Management's chief witness for Negotiations because she is the only person left in the Inflight Department from the Management NT; however, as in the "Reserve Flipping" case, Naomi refused to provide ANY notes or documentation to support her testimony in spite of taking copious notes during the procedure.

Naomi testified that her first concern was always SWA Customers. This is in direct conflict with our founder Herb Kelleher's statement that if you take care of your Employees, THEY will take care of your Customers, and THAT will take care of the Shareholders. Surely somewhere in that statement, Herb intended for his Directors to abide by the Contract that he, himself signed.

The case closed with a very well prepped and very argumentative

Naomi being cross examined by a very aggressive Mark Richard who by the way was at the Negotiating Table when Naomi was not. It was obvious that Naomi had been briefed on the Company line during the continuance and her testimony had been adapted. She would not answer any questions directly and did her best once again to confuse the issue and the Arbitrator. After Mark Richard poked even more

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holes in Management's case, both parties rested.

The Arbitrator closed by asking both Parties to do their best to settle any aspects of the case they can before briefs were submitted and she renders a decision. There was an approximate 60-day timeline for briefs to be submitted with another 30-60 day timeline for a decision from the Arbitrator. The case adjourned at approximately 7:00 PM.

The Union is willing settle the case only under the terms that the language and spirit of the Contract that we worked together to achieve is upheld and honored and that our Members who have been harmed both individually and as a group are compensated fairly. The Company has developed a habit of violating the Contract as long as they can thus denying our Members the flexibility and compensation they deserve only to settle to abide by the Contract in the end. This chipping away at our Contract violates the Grievance procedure, Collective Bargaining, and the goodwill and cooperative

spirit of our Union.

When "all" doesn't mean "all", when "uncovered" doesn't mean "uncovered", when "immediately" doesn't mean "immediately", then does "truth" still mean "truth", "honesty" still mean "honesty" and "good faith" still mean "good faith"? We can only look forward to long, difficult negotiations. If as Herb Kelleher says, "Good labor relations happen between negotiations," then we do not have good labor relations in the Inflight Department. Herb and Colleen pledged a renewed spirit of cooperation, not manipulation. If you are disappointed or mad, you should be. There are too many outside challenges facing our Company to add bad labor relations to the mix.

On behalf of the Union, thanks to our Membership for their patience and support, to our Executive Board and Staff, to our great witnesses, to our wonderful Attorney Mark Richard, to our researcher Kathy Anderson, and to Allyson Parker-Lauck for her amazing exhibits. We owe a very special thank you to Denny Sebesta who prepared this case with passion and care because she was fighting for the fair treatment that all of our Members stood together for during our two-year battle for a Contract.

Further updates will be provided as the Arbitration process is completed.

UNITY Update

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

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