

Your Monthly Unity Supplement

JULY 2013

unity UPDATE

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June 10, 2013

Dear Fellow TWU Local 556 Members,

My name is Audrey Stone and I am your new Union President. While I did not run for President, I have accepted this position as prescribed by our TWU Constitution and Bylaws and I am honored to work for you.

While I am new in my position as President, I am not new to working for you in our Union. I have been a Flight Attendant at Southwest Airlines since 2004. I have a Bachelor of Arts degree in Psychology and my background is in counseling and the mental health field. Advocacy work and education is my passion, and this is what led me to get involved in our Union in 2006. I co-wrote a user-friendly guide to our Contract called "Contract Quickies." I then served as a Shop Steward until 2008 when I became the Baltimore Domicile Executive Board Member. In addition to serving as the Baltimore Base Representative, I worked on various Contract education projects, helped to expand Union hours to weekends and holidays, served on the Grievance Team in Arbitration and Board of Adjustment preparations, and worked with Southwest Airlines both locally and globally to find solutions and develop procedures that mutually benefit our Flight Attendants and our Company.

As the new President of TWU Local 556, I understand that your biggest question is "What is happening with our Union?" Even during the recent challenges amongst the Executive Board, your Negotiating Team and your Grievance Team have continued to work hard to provide the representation and services that you deserve. I am committed to working with our Executive Board, our Negotiating Team, our Grievance Team, our Company, and most importantly, you, the Membership, to move us forward in a positive direction. Despite the changes within the Executive Board, your Officers are ready to put the past behind and move forward to do the will of the Membership. The Board will be appointing a 1st Vice President within 45 days per our Bylaws. We will be working together to regain your trust, rebuild our Treasury, and evaluate what we can do to continually improve the services provided to our Flight Attendants.

Our Negotiating Team began negotiations with Southwest Airlines June 10. Our Team has been hard at work over the last few months

getting ready for the opening of our Contract Negotiations. According to our Bylaws, our Local President is our Lead Negotiator. I will be working with our Team to ensure we maintain our industry-leading Contract and are compensated fairly for the safety and Customer Service you provide to our passengers every day. We will provide you with regular updates so you know where we are in the process.

We are currently celebrating the "No Knives on Planes" reversal by the TSA. This achievement happened through the collective group of Flight Attendant Unions coming together, as well as TSA screeners, pilots, law enforcement agencies and passengers lobbying Congress. This victory is a testament to what can be achieved when we all work together.

My experience in Union work has shown me that we can only be successful when our Membership is informed, involved and United and that is my goal. I believe that good communication and accurate information are the keys to strengthening our Union, so you will hear from me and I need to hear from you. I care about our Flight Attendants and the future of our Union, and I will do my best to serve you, our Members. I am proud to be serving you as your President and your Lead Negotiator.



In Unity,

Audrey Stone
President
TWU Local 556

There will be more detailed information regarding the leadership changes in our Local coming from your Executive Board in July.

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THE MAGAZINE OF TWU LOCAL 556



Unity and Unity Update are official publications of Transport Workers Union Local 556, representing the Flight Attendants of Southwest Airlines.

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FMLA CHANGES

New DOL FMLA regulations have been written to clarify how FMLA applies to airline crewmembers. Since airline crewmembers work hours are so radically different from other industries, specific rules are necessary to maintain the FMLA's purpose.

From the Department of Labor

The new regulations state "The provisions concerning airline flight crew employees are placed in Subpart H: Special Rules Applicable to Airline Flight Crew Employees (§§ 825.800 - .803)."

Subpart H—Special Rules Applicable to Airline Flight Crew Employees

§ 825.800 - Special rules for airline flight crew employees, general.

- (a) Certain special rules apply only to airline flight crew employees as defined in § 825.102. These special rules affect the hours of service requirement for determining the eligibility of airline flight crew employees, the calculation of leave for those employees, and the recordkeeping requirements for employers of those employees, and are issued pursuant to the Airline Flight Crew Technical Corrections Act (AFCTCA), Public Law 111-119.
- (b) Except as otherwise provided in this subpart, FMLA leave for airline flight crew employees is subject to the requirements of the FMLA as set forth in Part 825, Subparts A through E, and G.

§ 825.801 - Special rules for airline flight crew employees, hours of service requirement.

- (a) An airline flight crew employee's eligibility for FMLA leave is to be determined in accordance with § 825.110 except that whether an airline flight crew employee meets the hours of service requirement is to be determined as provided below.
- (b) Except as provided in paragraph (c) of this section, whether an airline flight crew employee meets the hours of service requirement is determined by assessing the number of hours the employee has worked or been paid over the previous 12 months. An airline flight crew employee will meet the hours of service requirement during the previous 12-month period if he or she has worked or been paid for not less than 60 percent of the employee's applicable monthly guarantee and has worked or been paid for not less than 504 hours.
 - (1) The applicable monthly guarantee for an airline flight crew employee who is not on reserve status is the minimum number of hours for which an employer has agreed to schedule such employee for any given month. The applicable monthly guarantee for an airline flight crew employee who is on reserve status is the number of hours for which an employer has agreed to pay the employee for any given month.

- (2) The hours an airline flight crew employee has worked for purposes of the hours of service requirement is the employee's duty hours during the previous 12-month period. The hours an airline flight crew employee has been paid is the number of hours for which an employee received wages during the previous 12-month period. The 504 hours do not include personal commute time or time spent on vacation, medical, or sick leave.

- (c) An airline flight crew employee returning from USERRA-covered service shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service in determining the employee's eligibility for FMLA-qualifying leave. Accordingly, an airline flight crew employee re-employed following USERRA-covered service has the hours that would have been worked for or paid by the employer added to any hours actually worked or paid during the previous 12-month period to meet the hours of service requirement. In order to determine the hours that would have been worked or paid during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations.
- (d) In the event an employer of airline flight crew employees does not maintain an accurate record of hours worked or hours paid, the employer has the burden of showing that the employee has not worked or been paid for the requisite hours. Specifically, an employer must be able to clearly demonstrate that an airline flight crew employee has not worked or been paid for 60 percent of his or her applicable monthly guarantee or for 504 hours during the previous 12 months in order to claim that the airline flight crew employee is not eligible for FMLA leave.

§ 825.802 - Special rules for airline flight crew employees, calculation of leave.

(a) Amount of leave.

- (1) An eligible airline flight crew employee is entitled to 72 days of FMLA leave during any 12-month period for one, or more, of the FMLA-qualifying reasons set forth in §§ 825.112(a)(1)-(5). This entitlement is based on a uniform six-day workweek for all airline flight crew employees, regardless of time actually worked or paid, multiplied by the statutory 12-workweek entitlement for FMLA leave. For example, if an employee took six weeks of leave for an FMLA-qualifying reason, the employee would use 36 days (6 days × 6 weeks) of the employee's 72-day entitlement.
- (2) An eligible airline flight crew employee is entitled to 156 days of military caregiver leave during a single 12-month period to care for a covered servicemember with a serious injury or illness under § 825.112(a)(6). This entitlement is based on a uniform six-day workweek for all airline flight crew employees, regardless of time actually worked or paid, multiplied by the statutory

26-workweek entitlement for military caregiver leave.

- (b) Increments of FMLA leave for intermittent or reduced schedule leave. When an airline flight crew employee takes FMLA leave on an intermittent or reduced schedule basis, the employer must account for the leave using an increment no greater than one day. For example, if an airline flight crew employee needs to take FMLA leave for a two-hour physical therapy appointment, the employer may require the employee to use a full day of FMLA leave. The entire amount of leave actually taken (in this example, one day) is designated as FMLA leave and counts against the employee's FMLA entitlement.
- (c) Application of § 825.205. The rules governing calculation of intermittent or reduced schedule FMLA leave set forth in § 825.205 do not apply to airline flight crew employees except that airline flight crew employees are subject to § 825.205(a)(2), the physical impossibility provision.

§ 825.803 - Special rules for airline flight crew employees, recordkeeping requirements.

- (a) Employers of eligible airline flight crew employees shall make, keep, and preserve records in accordance with the requirements of Subpart E of this Part (§ 825.500).
- (b) Covered employers of airline flight crew employees are required to maintain certain additional records "on file with the Secretary." To comply with this requirement, those employers shall maintain:
 - (1) Records and documents containing information specifying the applicable monthly guarantee with respect to each category of employee to whom such guarantee applies, including copies of any relevant collective bargaining agreements or employer policy documents; and
 - (2) Records of hours worked and hours paid, as those terms are defined in § 825.801(b)(2).

That is a lot of legal jargon. How does this affect you? For the most part no one will feel a difference. The qualifying hours to determine eligibility for FMLA remained unchanged for us. It is still 504 hours based on the following duty periods and vacation from the contract in Article 15.6.A, which still includes but is not limited to, each work day from scheduled check-in to debrief Airport Standby, Vacations (calculated at 13.8 hours per week), Training, Company Convenience, Company Paid Special Assignment or Local Union Leave. A reserve who is obligated for reserve duty and is not called out will be credited with 5.72 duty hours for each day of the reserve block. This is an additional benefit from the regulations since our calculation includes our vacation hours and the eligibility requirements as stated in the regulations do not include vacation.

The biggest change will be those who are utilizing intermittent FMLA. The regulations allow for 72 days of leave to be taken. Previously it was 48 days. The difference

is how the days will be burned. The Company will take the number of days based on the Flight Attendant's work week. The Company is interpreting the regulation to mean that a Flight Attendant's work week is based on six days a week. (see subpart 825.802) If the Flight Attendant misses their entire workweek the Company will deduct a total of six days from the allotted 72. The work week is based from Sunday to Saturday. So for example, if you have a Sunday, Monday, Tuesday three day and you utilize your intermittent FMLA for those three days, six days will be removed from your allotment if you do not report for duty on or before Saturday. If you report for duty for a turn on that Friday, for example, you have not missed your entire work week and only three days will be removed from your 72 day intermittent allotment. As you can see depending on your schedule for the week the intermittent FMLA is used, the number of days burned can vary greatly. If you report to work the same week you could potentially gain more days than the previous 48 days allowed; however if you miss the entire workweek, six days will be subtracted. For some Flight Attendants this will result in more leave than was previously permitted and for others it will result in less, all depending on what is worked within the week intermittent FMLA is used.

Prior to the implementation of these regulations, the Company and the Union negotiated 48 days of intermittent FMLA based on a 10-hour day and a total of 480 hours of FMLA leave. This occurred because the regulations were not clear on how to administer intermittent FMLA based on a flight crewmembers very different schedule. This was a satisfactory solution; however we cannot continue with this method since the Company's current application of the new regulations could result in a Flight Attendant being able to take more days than 48. Since this could potentially harm some Flight Attendants we cannot negotiate to continue using this method. Currently, the Union is working with the DOL and legal counsel since we do not currently agree with the Company's interpretation of the new regulations as they pertain to the utilization of intermittent days.



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The Union of Southwest Airlines Flight Attendants

Monday, June 10, 2013

Opening Statement to Southwest Airlines Management

Dear Management:

We look forward to Contract Negotiations with you on behalf of the Flight Attendants of Southwest Airlines, an iconic workgroup who takes great pride in helping make Southwest one of the most profitable airlines and esteemed companies in the nation today.

We trust that you recognize a fair Contract to be in the best interest of the Company -- as well as our Members -- and that any new contract will preserve the quality of life our members have fought for and earned. Cost of living wage increases are anticipated and other work life issues will need to be addressed. Scheduling policies, including reroutes, uncompensated ground time, pairing quality, and reserve utilization are also crucial points to discuss at the bargaining table.

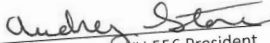
We look forward to working with you on the successful launch of 12 international destinations and are excited about the many opportunities for growth and profit these new markets will bring.

The altruism of our Members has propelled Southwest to heights of profit and expansion beyond our most optimistic of dreams. We look forward to working together, shoulder to shoulder, to gain new ground and build upon our success.

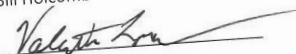
We enter negotiations with you in good faith that we will reach a mutually beneficial agreement for both parties. And, as always, we will continue to provide the Positively Outrageous Service to Customers upon which the Company has built its brand and its profitability.

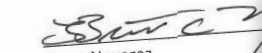
Sincerely,

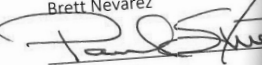
TWU Local 556 Contract Negotiating Team


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Join your Negotiating Team Conference Calls

Your TWU Local 556 Negotiating Team will be having eight different conference calls over the next few weeks. All calls will be from 1500-1700 central.

Topics of Discussion

- July 8: Ground Time / Duty Day (report-debrief)
- July 9: Reschedule / Reroute
- July 10: Reserve Utilization (RDV, contact time, other-misc.)
- July 11: Reserve Self Assign – Self Assign Airport Standby

- July 15: Pairing Quality / Duty Day
- July 16: Flexibility / Trading / Combining Trips
- July 17: Vacations
- July 18: Voluntary Leave – Personal Time Off

Conferencing Number: 712-432-3066
Conference code: 203992



TWU556 NEGOTIATING TEAM

Straight from the Source!

FEEDBACK HISTORY MOBILIZE ARCHIVE Search

Please visit the Negotiation Team website at www.nt.twu556.org or click on "Negotiations" tab on www.TWU556.org, where you can send us your comments or feedback. Stay up to date with Contract Negotiations by following us on Twitter at @TWU556.



SOUTHWEST AIRLINES CO.
P.O. Box 36611
Dallas, TX 75235-1611

June 10, 2013

Southwest Airlines Opening Statement

In the 2013 Message to the Field, Gary Kelly stated "Southwest is one of the greatest Companies in the world to work for. How fortunate we all are to be here." Southwest Airlines is Employees.

Our purpose is to connect people to what's important in their lives through friendly, reliable, and low-cost air travel. Our plan is designed to retain our position as America's most flown and most popular airline, and regain adequate returns on invested capital in today's highly volatile environment. Our vision is to become the world's Most Loved, Most Flown, and Most Profitable Airline.

Over the past four decades, Southwest Airlines has consistently reaffirmed its commitment to its Employees. Our Company has differentiated itself from all other carriers in good times and in bad and has recently emerged from the worst decade in aviation history without bankruptcy, without furloughs, and without pay cuts. Southwest Airlines continues to invest heavily in its greatest asset, its People.

A key component of our Company's business strategy has historically been its low-cost structure, which was designed to allow Southwest Airlines to profitably charge low fares. Over the past decade, we have faced bruising challenges. Today, we find ourselves in a highly volatile and competitive environment. We are facing many challenges: unstable fuel costs, worldwide economic crises, dramatic loss of short-haul traffic, and resurgent competition. Our competitors have slashed their costs through bankruptcies, concessionary labor agreements, etc. Despite all the challenges, we have never had a furlough or a pay cut.

Our Company has a strategic plan that is designed to ensure continued profitability and protect the job security of all Southwest Employees. To fulfill this plan we must hit all of our targets and achieve all of our goals. We must regain our vitally important low-cost leadership and we must hit our required profit target to justify growing again.

To be successful, we must work together to attack waste and inefficiency in every part of our Company. We must be able to react quickly to seize opportunities when they arise. Together, we need to challenge old processes and work rules and focus on the flexibilities needed to meet today's new realities. We must strive to eliminate entitlement in our Company. We must focus on and continue to reward those Employees who are contributing to the success of our Company. We need to band together to become more united, more formidable, and more determined so we can continue to beat the competition. Together, we must understand the problems facing our Company, we must agree on the facts surrounding those problems, and we must derive common solutions.

Throughout our history, our Employees have come together to attack external forces; our enemies. We must continue to fight those enemies together, not fight with each other. We're confident our Flight Attendant workgroup recognizes the challenges we face and shares in our desire to address important issues. We look forward to working together to build on the best Flight Attendant contract in the industry.