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unity **update**

Your bi-monthly
Unity supplement

President's Message



Audrey Stone is a Las Vegas-based Flight Attendant and the President and Lead Negotiator of TWU Local 556.

As your President, I want to address the most recent Emergency Sick Call Procedures (ESCP) declaration. There are always many questions that come up during this time, but our last round of ESCP seemed to bring on more questions than usual. Many of our Members are new to Southwest Airlines, and many more were not here in 1997 during the events that led to us having ESCP. Also, there were a lot of rumors and misinformation being put out during the recent ESCP, so I believe it is best to address the facts along with the history of where these procedures came from.

During a short window of time in 1997, Southwest Airlines Management believed that a high level of absenteeism was endangering the overall operation. Their subsequent actions caused TWU Local 556 to file a group grievance on behalf of our Flight Attendants. The case went to Arbitration in 1998, and the Arbitrator ruled that if a high number of sick calls places the Southwest Airlines operations in jeopardy, Management can require Flight Attendants to verify their illnesses with a Company Doctor. The Arbitrator's decision was very vague, and our Union continued talks with Management. The Union and Management were finally able to agree to strict criteria through a 2002 Grievance Settlement that defines Management's responsibilities during a declared emergency caused by excessive sick calls.

Since 2010, ESCP have been declared repeatedly, and the average duration of subsequent ESCPs has been six days. We have seen a trend regarding when ESCP has been declared, and your TWU Local 556 Executive Board has received data for years regarding Reserve utilization and the attendance patterns of our Flight Attendants. July is historically always a difficult month; our flight schedule is at its peak; sick calls are high, Reserve utilization is high, and unfortunately we've seen ESCP during July over the years. Also, when the operation experiences consecutive days of high absenteeism, and the available Reserves coupled with the offering of Voluntary Junior Available (VJA) does not adequately address the uncovered pairings, we are at risk of ESCP being declared. Usually before they are declared, we are at risk of delaying and cancelling flights, and frequently Supervisors have been sent online to fly. Our unscheduled overnights usually increase as well.

I wish I could agree with some of the information that was put out on social media that this was simply the result of us being understaffed, but I cannot. That wouldn't be true, and I would be doing you a disservice if I didn't address the real facts. We currently have 11,901 Flight Attendants. This includes both active and inactive (on leave) Flight Attendants. The number of inactive Flight Attendants varies, and Southwest cannot hire based on medical leaves, etc. Those Flight Attendants

will eventually be returning to the line, and there wouldn't be enough flying to go around. Southwest front-loaded the majority of the New Hire classes scheduled in 2014 to graduate by July so that staffing levels would be sufficient for what is usually a challenging time. I spoke to Management throughout the most recent ESCP, and I asked about staffing levels. I was told, "Yes, we were understaffed for the amount of absenteeism we experienced."

The operation does not struggle during our overlap period, even though we have the same number of Flight Attendants from a staffing perspective. I recognize that some of you go to work sick during VJA. However, during this time period our sick calls drop, Reserve utilization goes down, and so do the number of reschedules. Unfortunately, absenteeism plays a part in the never-ending reschedules and reroutes you've been enduring. Your sick call should be for your legitimate illness only and calling out for any other reason is abuse of sick leave and you can be terminated for this. Abusing sick leave also places an increased burden on your fellow Flight Attendants who are coming to work as scheduled.

No one likes ESCP, and I hate getting the phone call that they're going to be declared. I feel terrible for those of you who are already not feeling well who are then subjected to additional stress by being forced to go see a Company Doctor. As your Leader, I make sure that Management follows the procedures as they're written, and push for them to be lifted as soon as possible. I hope we don't see them again anytime soon. It has been a tough year, and ESCP make it even more difficult for you. You have an opportunity to continue demonstrating why you're the best Flight Attendants in the industry, through your work ethic. Not just when you're on the plane taking care of our Customers, but in getting to the plane.

Our sick bank is a negotiated item in our Contract, and it is earned based on your productivity as a Flight Attendant. I am committed to fighting to maintain your sick bank during these negotiations, but I need to ask you to use your sick bank responsibly.

In Unity,

Audrey Stone



Contract Education 101

Know What's in Your Employee/Personnel File



Denny Sebesta is a Dallas-based Flight Attendant and former Member of the TWU Local 556 Negotiating Team. She is a regular contributor to Unity Magazine and Unity Update.

It's always in your best interest to know what is actually in your entire file. There are many things that may be included in your entire personnel file such as, accommodations/good letters, discussion logs and medical logs along with all supporting documentation, attendance points calculations and history, discipline letters and all supporting documentation, etc. Mistakes or any discrepancies could affect you in the future so, if you are ever in doubt about what may or may not be included in your file, you have the right to request a copy of your entire personnel file. Article 24.4 – General and Miscellaneous in our Contract states “A Flight Attendant will be entitled to receive from the Company a copy of her/his entire personnel file upon request within five (5) days”. (Page 129, hard copy)

There are two additional areas in our Contract that pertain to your personnel file and are important to understand: Article 19 – Grievance Procedures, subparagraphs 19.3.I and 19.3.L.

Article 19.3.1 states “All letters of discipline and documents referencing or relating to performance and/or conduct (including supporting documentation), will be null and void after eighteen (18) months of active status following the date of issuance or creation, and at the request of the Flight Attendant will be removed from the Flight Attendant's personnel file”. If you make the request to remove this information, then everything will be removed that falls outside of the eighteen month timeframe, including accommodations/good letters, gate check evaluations, Inflight Audits, letters of discipline, including suspensions or terminations and all supporting documentation, etc. (Page 104, hard copy)

The next subparagraph 19.3.L states “Regarding discussion log entries removed from the Flight Attendant's file under Section I above, the Company will, at the request of the Flight Attendant, obliterate such entries so as to make them unreadable. However, the Company may make copies of such entries to be kept in an archive and such copies may be used or referred to at a Board of Adjustment or Arbitration only to impeach direct testimony to the contrary”.

What this means is that when you request entries that fall outside of the 18 month timeframe to be “obliterated” then no one reviewing your file at the Inflight Base would be able to see those previous entries, which may have included discussion on any discipline issued, meetings or phone calls that took place with Base Leaders, etc. While someone may think it's not a big deal, it is to others who prefer their personnel file to be exactly up to date. No one seeks out discipline but sometimes people make mistakes for example; four years ago you received a discipline letter that included a suspension for a delay of flight or, received a phone call and verbal counseling about a customer complaint regarding your actions/performance that was noted in your discussion log. Now, fast forward to today and you just received a call from Management investigating a customer complaint letter. Your anxiety shoots through the roof because you're remembering that other issue that happened four years ago! You don't want to be labeled or judged for a mistake you might have made several years ago. Obliterating your discussion logs along with removing any documents and discipline referencing or relating to performance or conduct (good or bad) can ensure that Management will only be allowed to view what is current and falls within the 18-month timeframe. (Page 104, hard copy)

The very last sentence in the Contract language outlined in 19.3.L ONLY applies to a grievance filed that proceeds through the Board of Adjustment or Arbitration hearing.

If you ever decide to request a copy of your entire personnel file, the request may be made via your Company email address (firstname.lastname@wnco.com) or in person. All email requests should be sent to your Inflight Supervisor. Within this past year, Inflight Management has scanned all Flight Attendants Employee/Personnel files; therefore, when requesting a copy, please designate whether you prefer a hard copy or an electronic copy. A hard copy must be picked up at your Base and an electronic copy will be emailed to your Company email address.

Negotiating Team Update

After a couple of weeks of preparation, your TWU Local 556 Negotiating Team (NT) returned to the negotiating table with Southwest Airlines Management on July 30-31. You have continued to provide us with great real-life examples of the operational challenges you've been experiencing, and this gave us more ammunition as we continued discussions about Article 8 – Hours of Service, Article 9 – Additional Flying, and Article 11 – Reserve. We also had more talks on Article 32 – Attendance and proposed changes to Article 12 – Exchange of Trips.

Our discussions with Management have also included good dialogue regarding outstanding grievances on the books, and we are confident that we will be able to resolve many of these for you through these negotiations. We are also seeking clear contractual language on these issues moving forward.

We are close to an agreement on some of these articles, but due to the fact that compensation is involved, we anticipate that we will not have a Tentative Agreement (TA) on many Articles until we reach a TA on the entire Contract. We continue to receive questions asking, “when are we going to have a TA?” and while we remain positive about the progress we are making, only time will tell as to how soon we will have something to present to you.

We will be meeting with Management again on August 20, 21, 27, and 28. Until then, thank you for keeping up with our negotiations and for your continued professionalism in taking care of our Customers, despite the difficulties you're encountering online.

In Unity,
Your Negotiating Team
Email us at nt@twu556.org



KEEP STRONG AND EDUCATE ON



On the 10th of every month your Contract Action Network Base Leaders and Volunteers will be in the Base Lounges and Terminals. On August 10 your CAN Base Leaders will be discussing RIGs and how they are applied to your pairings.

Please make an effort to seek out your CAN Leaders on August 10. Your CAN Leaders look forward to hearing from you.

If you are interested in volunteering to be a part of the CAN in your base, please email your Negotiators at nt@twu556.org.

Correction:

The article regarding “Minimums” that appeared in the July 20 issue of Unity Update contained an inaccurate conversion of the “block hours” flown at several other airlines to the TFP flown by Southwest Airlines Flight Attendants.

In the airline industry, minimums are the number of hours (or TFP) someone must work to continue employment. Some airlines calculate these hours monthly, quarterly, or yearly. A majority of airlines with minimums will not allow employees to trade below the set minimum, which can greatly affect a

person's ability for time off for vacations, taking care of a family member, or any number of reasons. The chart below is an example of some of the minimums currently in our industry.

US Airways – 40 hours/month	Equates to 46 TFP/month
AirTran – 70 hours/month	Equates to 80.5 TFP/month
Virgin America – 70 hours/month	Equates to 80.5 TFP/month
jetBlue – 70 hours/month	Equates to 80.5 TFP/month

read box

Look for the READBOX coming to your lounge in August!



TWU Local 556 is sponsoring a “read box” children’s book drive in all domiciles lounges. All book donations go to charities to “Keep Kids Reading.” Starting August 1 through September 30, TWU Local 556 will be collecting new and gently used children’s books for age groups from preschool to junior high school level. These books will be given to local Non-Profit Organizations that FREELY distribute the books to programs that help children and their parents read. As each domicile reaches their goal TWU Local 556 will sponsor a pizza party in that base. If every Flight Attendant donated just ONE book, we would have over 12,000 books to help fight child illiteracy and help them to become successful.



*The more that you read, the more things you will know.
The more that you learn, the more places you’ll go.*

~ Dr. Suess

Scholarship Winner Announced

TWU Local 556 is proud to announce Jessica De Mouy as the recipient of the 2014 Madeleine Rolle de Milhaguet Howard Scholarship. Jessica De Mouy, daughter of Baltimore Flight Attendant Michael De Mouy, will be attending the University of Maryland this fall. Jessica is both a member of the National Honor Society and the National Hispanic Honor Society. Good luck Jessica in your future academic pursuits and congratulations on behalf of the TWU Local 556 Scholarship Selection Committee.



TWU Local 556 Scholarship Program is proud to announce the recipient of the 2014 Madeleine Rolle de Milhaguet Howard Scholarship.
Jessica De Mouy

2014 Membership Survey

There are two parts to the 2014 Membership Survey that starts today and continues through September 5! It’s very important that Members of TWU Local 556 complete BOTH parts of this survey:

1. Answer the 25 questions regarding our Uniforms, CISM, quality of life, hot aircraft, productivity, politics and Shop Stewards.
2. Update your profile on the TWU Local 556 Website.

The results of this general survey will be published to the Membership of TWU Local 556. Please take this opportunity to tell your Union leaders what you think! “You” put the “U” in UNION!

Scheduling-Assisted Trades for Irregular Operations and Delayed Pairings



Drew Kennedy is a Dallas-based Flight Attendant and a Member of the TWU Local 556 Grievance Team.

Scheduling has implemented a procedure for some trips that are affected by estimated times being published to Crew Web Access (CWA). In these situations, CWA will not allow a Flight Attendant to perform a trade because of these estimated times are showing a delay in advance, but the trade is still FAR legal. Below are a few examples of when this would occur.

Why the Change?

Because estimated times are exactly that, “estimates,” Scheduling is allowing our Flight Attendants to trade into pairings that have certain types of Contractual illegalities, but not clear FAR violations. For instance, if an overnight has less than 8 hours (FAR illegal overnight) or is estimated in excess of 14 hours (FAR maximum scheduled duty day), Scheduling will not assist in this trade, as it projects a FAR legality issue.

Example 1 – FAR Reduced Crew Rest

The first example is an overnight that is projected to have less than a 9-hour overnight, but more than 8 hours. This type of an overnight is considered an FAR reduced rest overnight. CWA will not allow a Flight Attendant to trade or pick up a pairing with a reduced rest overnight, but now Scheduling has made a change that will allow a Flight Attendant to perform a Scheduling assisted trade in these situations.

Example 2 – Misconnects

If a pairing has misconnects in a duty day, CWA will not allow it to be picked up. Scheduling will now assist with these types of trades/pick-ups as well.

Will I get the premium pay?

One important thing to remember is that if you trade into these pairings you are pay-protected per the Contract, but you do not get the time off provisions for working over 12:30 hours (Art. 8.2.C.5).

If the estimates predict a duty day over 12:30 but less than 14 hours Scheduling will assist in the trade. Additionally, a Flight Attendant must actually incur the illegalities to be compensated. If you trade into, or pick-up, one of these delayed pairings and are re-scheduled to a pairing that does not have these illegalities you will lose the premium pay. You would also lose the premium pay if the flight makes up time.

Final Word of Advice

CWA will still block illegal trades and Scheduling will handle situations when a trip falls between Contractual and FAR violations and a Flight Attendant CHOOSES to trade into or pick it up.

All Flight Attendants are still protected under all aspects of the Contract and cannot be assigned or rescheduled into a pairing that is Contractually illegal. In these situations above, you can choose to pick up or trade to these types of pairings by contacting Scheduling

A Flight Attendant who chooses to place themselves into one of these types of pairings will be in a position with a greater potential for reschedule, as these types of illegalities often require a fix by the Scheduling Department.

If you have any questions about this change, don't hesitate to call the Union Office during at 1-800-969-7932.

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

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