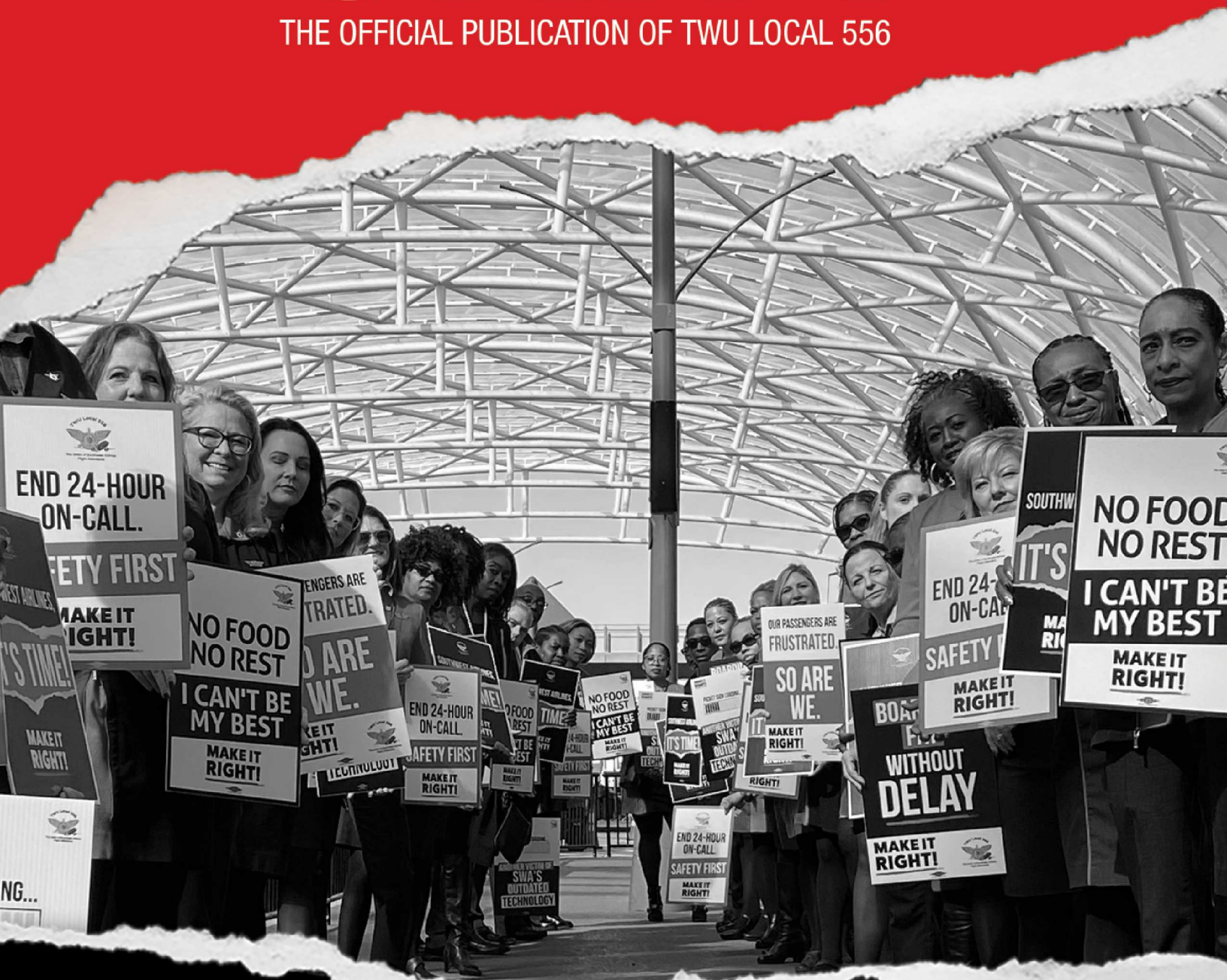


THE OFFICIAL PUBLICATION OF TWU LOCAL 556



FEATURING

20 INFORMATIONAL 22 PICKETS



TWU Local 556

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Editor's Letter

September 27, 2022 is a day in TWU Local 556 history that will be remembered by many. The Membership joined together to publicly voice our pressing concerns to Southwest Airlines and the general public. This issue of Unity showcases that memorable event, with photos from each base. There is also information on the next picket in Orlando (MCO), which was rescheduled due to inclement weather. President Lyn Montgomery addresses many Members' concerns, and the Negotiating Team presents another look at the mediation process.

Your Union hopes that you find the content of this issue valuable and informative. And please enjoy the event photos that all of you made possible.

In Unity,

Mikita Johnson
TWU Local 556 Communications
Committee Vice-Chairperson



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Articles submitted to Unity will not be considered for publication if they are libelous, defamatory, not factual, in bad taste, or are contractually incorrect. The TWU Local 556 Editorial Team reserves the right to edit any submissions that are received for the purpose of inclusion in Unity. Submissions are due by the first of the month prior to the month of publication, and are considered on a space-available basis only.

LETTER **from** the PRESIDENT



I hear from many of you about the length of time it has taken to get a new contract. Believe me when I say that I, too, am frustrated with the length of time it has taken. The Company has prolonged bargaining by refusing to offer acceptable terms and failing to recognize needed changes. This negotiation is unlike any other in our history because it has spanned a worldwide pandemic and an unprecedented grounding of our aircraft. The pandemic placed the Company in a temporary position of financial loss; however, your TWU Local 556 Negotiating Team stood firm when Southwest CEO Gary Kelly asked for pay concessions and changes to our scope protections with onboard sale proposals. We knew that eventually, the Company would return to profitability, and the losses would be temporary. Shortly after returning to profitability, your Negotiating Team proposed all remaining articles to accelerate the process of obtaining a deal by last summer. Unfortunately, the Company failed to deliver.

Disappointed with the lack of progress and unproductive bargaining tactics used by Southwest's Negotiating team, the TWU Local 556 Negotiating Team filed for Federal Mediation. TWU Local 556 has been in mediation before during the 2002 contract battle. The first mediation session proved how sound this decision was as the teams engaged in more productive conversations with a Federal Mediator present. The Mediator cannot force the parties to agree to any terms but facilitates discussions and serves as a go-between for the parties. Scheduling sessions is according to the Mediator. We have scheduled as many meetings as possible, a total of thirty days as of the writing of this piece.

As a Member, you should know that the TWU Local 556 Negotiating Team continues to work tirelessly toward an agreement that addresses our needs. Our contract has mostly stayed the same since 2009, but Southwest's operations have changed dramatically. Notable modifications include flying with a crew of four Flight Attendants and more ground time between flights. We have also seen increased expectations of the A Flight Attendant, including regulatory flight paperwork, boarding position restrictions, consistent adjustments to required announcements, expectations to ensure other Crew Members have their IEFB, and new passenger seating requirements.

Our outdated contract has sustained the introduction of the electronic flight manual (IEFB), advancements in communication technology, Language of Destination Origin Crew Members, retiring older aircraft types such as the 737-500 and 737-300, the introduction of newer aircraft such as the MAX 8, and outdated pay structures. We have seen our hours of operation expand, creating earlier AM reports and later PM arrivals, new provisions for a fourth Flight Attendant, and regulatory flying. These changes, among others, have impacted our workdays, yet our contract only changed minimally in 2015 when we ratified our current agreement.

These factors and more illustrate the need for updated contract language. The Negotiating Team also seeks to clarify unclear contract terminology and insert solutions acquired through the grievance process. These tasks keep the team busy working around the calendar, even when we are not meeting with Management. The preparation and research completed outside management meetings are critical to the negotiation process. We seek to resolve issues such as boarding pay, ever-increasing ground time, the 24-hour reserve system, inconsistent hotel standards, lacking technology protections, and securing approved policies and procedures for technology meltdowns. The Negotiating Team also plans to address reschedules, working during irregular operations, cost of living issues, and inflation. We continue to push back against minimums, which could impact our flexibility to perform an unlimited number of trip trades, pick-ups, and giveaways.

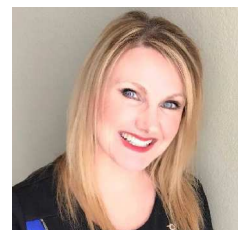
The Negotiating Team has given the Company all the tools to deliver an acceptable agreement. We have done our homework. We come to the table fully prepared with countless hours of research, collected concerns from your feedback, comparisons to other airlines, and current economic statistics; therefore, it is disheartening to see the lack of reciprocation from SWA. Please know that we understand the frustration with the time the Company has taken to address our needs. Our Flight Attendants are the face of our industry and provide top-notch service and care for our passengers. We deserve the same care from SWA and a Contract that meets our current needs.

Actions like the informational pickets we conducted on September 27 and December 16 are tangible ways to move the needle at the negotiating table. When Flight Attendants showed up in record numbers nationwide, it sent a strong message to SWA Management that we are united in our cause. It validates that TWU Local 556 Members back the Negotiating Team, which gives credence and value to our demands. It is a staunch reminder that the Flight Attendants are the ones who must ratify any Tentative Agreement via an entire Membership vote. It informs the public and allows them to join the battle. And most of all, it lets everyone know that we are not apathetic. Apathy within the Membership is a dangerous state that erodes bargaining leverage and destroys the ability to gain industry-leading deals. The pickets prove we are tuned in, alert, and involved collectively. Please keep showing up and know that your engagement is the most significant bargaining chip.

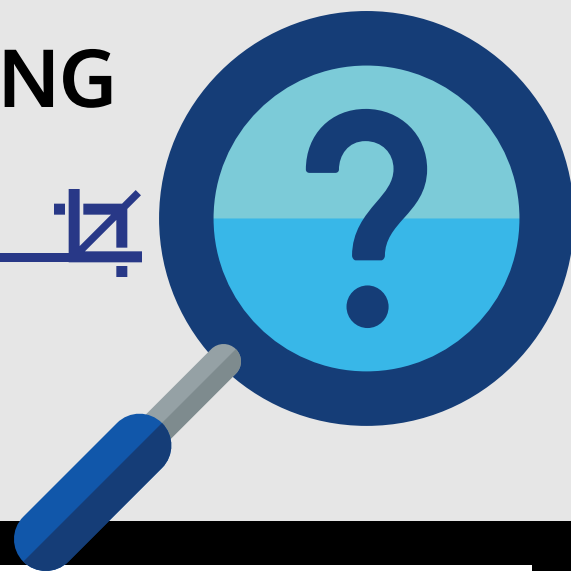
We will continue to fight until Southwest Makes it Right.

In Unity,

Lyn Montgomery
TWU Local 556 President



INFORMATIONAL PICKETING ✦ AND ✦ SHOWING SOLIDARITY ✦



As Members of TWU Local 556 and Flight Attendants for Southwest Airlines, it is imperative to remember that we must follow the specific parameters established in the Railway Labor Act (RLA), especially when it comes to Union-protected activity and specific organized actions. The most powerful show of strength for a Local when fighting for improvements and changes is very basic: solidarity and unity! One of the ways to show solidarity and unity is through informational picketing, which we did on September 27, 2022 this year.

INFORMATIONAL PICKETING IS NOT A STRIKE!

Informational picketing is a planned gathering of Union Members to alert the public to matters that concern Local 556 Members. Informational picketing is often used when negotiations towards a new Contract have stalled, and pressure on Management is needed for a timely solution. Since TWU Local 556 is governed by the RLA, we must be very specific about Concerted Activity and what that entails while in Section 6 bargaining, Mediation and the lead-up to "Self Help" on our mission to negotiate a new Contract. While "sick outs" and "slowdowns" are considered illegal work activities (and litigation can result), there are ways to express discontent with work-related issues collectively. One of those tactics is Informational Picketing.

Remember, a Labor Union is only as strong as its unified Membership! Not only is it critical to remain up-to-date with all pertinent Local news, but it is also vital to the health and strength of TWU Local 556 that our Members remain actively involved. A strong showing of solidarity at a Union-organized event (such as an informational picket) shows Management that we are engaged and ready to fight for the changes we have worked hard for and deserve! We don't always have to see eye-to-eye, but as Union Family, we must always be willing to stand shoulder-to-shoulder.

Joe Skotnik
Negotiating Committee Member

ATLANTA

On the morning of September 27, 2022, Atlanta was one of the first bases to kick off our nationwide Informational Picket. As Members arrived, they were checked in, briefed, and selected their picket signs. At 1000, our Members made their way up an escalator in a single file line with Make It Right! signs. Our group then continued in front of the Southwest Airlines ticket counter out of the airport to the sidewalks of Atlanta Hartsfield Jackson International Airport. Once on the sidewalks, the chants began. You could hear our Members expressing their desire to obtain a Contract. A special thank you to Benyoel Morgan from TWU Local 527 for joining us on the picket line.

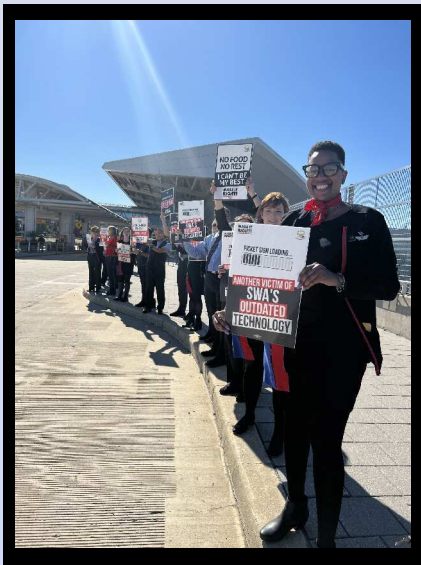
The Unity displayed through Brothers, Sisters, and Siblings standing shoulder-to-shoulder, sent a powerful message to the Company that it is time to Make It Right! Our Members proved we are engaged and prepared to fight for the improvements we deserve.



Alison Head
Atlanta Domicile Executive Board Member

BALTIMORE

On September 27, 2022 the Baltimore Flight Attendants were out in force to show Southwest Airlines that it is time to "Make it Right!" The crowd was enthused and motivated by the need for quality-of-life improvements to our Contract. Everything that happened at the picket exceeded expectations. That day, the Baltimore Flight Attendants stood in solidarity with our Union siblings from across the country. With our collective voices, we will succeed in our journey to getting the Contract that is suitable for the hardest-working Flight Attendant group in the world.



DALLAS



On September 27, 2022, over 350 Flight Attendants stood shoulder-to-shoulder at Dallas Love Field for our Make it Right! Informational picket. The energy felt by all was exciting and robust. We achieved our goal of a successful picket due to the sacrifices many of you made. Whether walking the picket line, helping spread the information on the plane, in the lounge, virtually, or working the phone lines, each contribution played a vital role in our overall success.

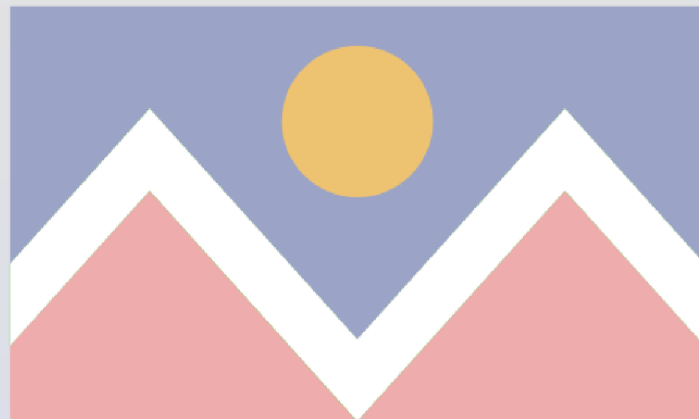
A big shout-out to my team that dedicated their time to work alongside me to coordinate the event's logistics. Such tasks included meetings with Dallas Love Field management, acquiring permits, communicating with Dallas Police, managing the post-picket event at the Hilton Mockingbird, working the sign-up table, and taking photos. Thank you to my assistant Joy Bassinger and my picket coordinators Gayle Ross Middleton, Kay Hogan, Tiffany Padilla, Danny Modelo, Stacy Wiley, Anna Thompson, Michael Ramon, Mark Hoewisch, Valerie Christensen, and Rhonda Lou Huddleston. Each and every one of you "rocked it." I could not be more humble or proud to represent and stand with such an amazing group of Flight Attendants in Dallas.



Kristie Scarbrough
Dallas Domicile Executive Board Member



DENVER



On the date of our TWU Local 556 informational picket, we faced many challenges in Denver. The event permit refused to allow us space where we could gather. Southwest has a strong financial influence over our amazing city. My guess is that the airport and hotels chose money over workers' rights; however, that did not deter us! We showed up in droves to tell Southwest we need a new Contract now!

The organization was outstanding thanks to Jenn Shaddock-Lewis, Sarah Smith, Jay Krohn, Morgan Vincent, and Adrienne Naumann, who worked at the sign-in desk assigning Members their areas and shift times. Then our exemplary picket captains Ryan Wagner, Rich Cavan, Evan Turner, Courtney Davis, Chris Albert, Michelle Abramovitch, Zach Hart, and Chad Medina held the permits for each area and led the chants. Alexa McCracken assisted Members in designing a mural while waiting for their shifts. Alex Jeffers ran throughout the airport all day, restocking supplies and water and ensuring each location was problem-free. It should be noted that Alex did all of this in the cutest red high heels! We were also graced with the one and only Joe Skotnik from the TWU Local 556 Negotiating Team, and Xander Ricker, TWU Local 556 Scheduling Committee Chairperson, who handled all the media interviews and inquiries. Lastly, the photos and videos were documented by Michael Stewart, whose talent brought us beautiful shots full of passion and strength.

We had four areas in which we were allowed to picket: two spots on level 4, one on the east side of level 5, and one location in the plaza area. Association of Flight Attendants had the same locations on the West side. It was amazing that the whole airport was surrounded by Flight Attendants making their voices heard, echoing throughout the airport. Slowly, we stretched the limits on the permit until the entire group was chanting and handing out leaflets together. We received high fives from our local police officers and never had a complaint from the airport.

At the conclusion of the picket, we headed to the local Green Valley Ranch Beer Garden to enjoy some sweet and salty snacks along with AFA United Flight Attendants. I have never been prouder of the Union members in DEN. After four years without a new contract and two years of a pandemic, we needed a day to shout and show the public we are here to fight for the respect we deserve from our company.



HOUSTON



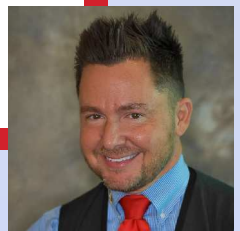
On September 27, 2022, Houston Flight Attendants showed up in full force to support themselves and their fellow coworkers. A record high of over 300 Houston Members made their voices and intentions known in a uniformed show of solidarity.

Alongside our Members were Members of other Unions, AFL-CIO representatives, TWU International officials, family, and friends in support of the Make it Right! campaign sponsored by TWU Local 556.

Members arrived early, eager to stand side-by-side, demonstrating that enough is enough and we want a contract NOW. Many brought supplies, including water, ice, and snacks, to ensure the comfort of all in attendance.

The excitement and enthusiasm were palpable. Houston showed up with the intent to communicate that they are ready for a Contract now!

David Jackson
Houston Domicile Executive Board Member



LAS VEGAS

Let me start by expressing appreciation and thanking all our Members of TWU Local 556, our family and friends, other Union Members, and all who came out and supported our informational picket on September 27, 2022 in Las Vegas. With temperatures pushing 100 degrees, we are even more grateful for those that showed up and walked our picket lines.

Our base had almost 90 supporters in attendance before our scheduled start time and a total of nearly 200 supporters by the end of the event. The picket was scheduled from 1000-1300 local time. Flight Attendants of all seniority levels marched side-by-side, a true force of solidarity. All Members in attendance were willing to help with any roles and tasks needed to execute this successful event. The picket was a pleasure to be a part of because all who attended were committed to professionally demonstrating for our cause.

Bryan Orozco
Las Vegas Domicile
Executive Board Member



LOS ANGELES

On September 27, 2022, the Flight Attendants of Los Angeles joined their 556 Sisters, Brothers, and Siblings from across the United States on the picket line. Almost 150 Flight Attendants of all seniority levels came together to send a clear message to Southwest Airlines Management that it is time to Make it Right!

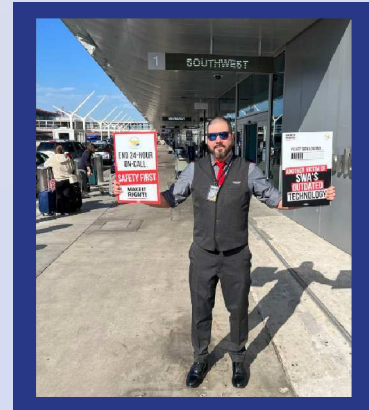
It was a beautiful, sunny southern California morning and early participants stood in solidarity as several media outlets documented the event. As more participants arrived for the second shift, we filled the entire front of the terminal departures level by standing shoulder-to-shoulder, holding up our picket signs. About midway through the event, a marching band arrived, and we began marching in front of the building and through the terminal. Even though we now had the full heat of the sun beating down, and it was getting uncomfortable, everyone continued to march proudly.

The crowd continued to build as the third shift arrived. There was such positive energy that most of the first and second-shift participants stayed for the entire event. After the third shift got some time to march in front of our terminal, we decided to take our show of solidarity from Terminal 1 all the way to Terminal 7 and march with the AFA Council 12. We joined forces with Flight Attendants from United Airlines, Alaska Airlines, Hawaiian Airlines, JetBlue Airways, and more.

We closed the day with a celebratory event at the Proud Bird Restaurant, an aviation-themed event space near the airport. Leaders from other local Unions joined us for refreshments and appetizers to close out a very successful day.



Mark Torrez
Los Angeles Domicile Executive
Board Member



CHICAGO



On September 27, 2022, over 250 Chicago Flight Attendants stood shoulder-to-shoulder with their fellow Brothers and Sisters in Unity to support the MDW Informational Picket. We were joined by about 75 Brothers and Sisters from the TWU Future Leaders Organizing Committee (FLOC) to demand that Southwest Airlines Management Make It Right!

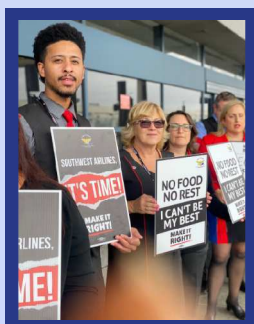
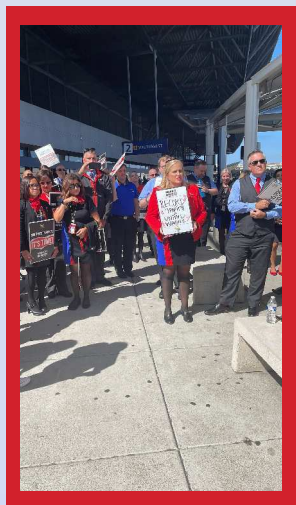
The morning was one of the first cold days in Chicago, but our members were warmed with the sounds of our chants, the sight of our signs, and the large crowd of enthusiastic Union members standing along Cicero Ave that showed up to demand change. Media coverage trickled in every hour, with a growing number of those media outlets eventually featuring our story on their most viewed newscasts. We also had the support of both Labor and locally elected leaders. The President of the Illinois AFL-CIO, Tim Drea, drove up from Springfield to be there with us along with State Senator Celina Villanueva.

I would like to thank Roy Soria for being the MDW Picket Coordinator and his wonderful team that did an excellent job; Suzie Lyons, Jamie Basile, Ann Marie Moore, Karen Jaburek, Heather Kelly-Grey, Josh Lynch, Laura Palella, and Stevie Moffatt. Thank you as well to Negotiator Liz Howayeck and John Long for making it out to support the MDW picket!

-Corliss King
TWU Local 556 2nd Vice President



OAKLAND



On September 27, 2022, a successful informational picket was held where 200 Members showed up and showed out. We stood together, shoulder-to-shoulder, and demanded that Southwest Airlines Management Make It Right!

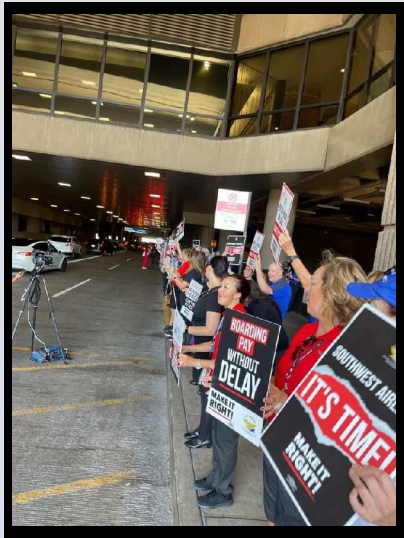
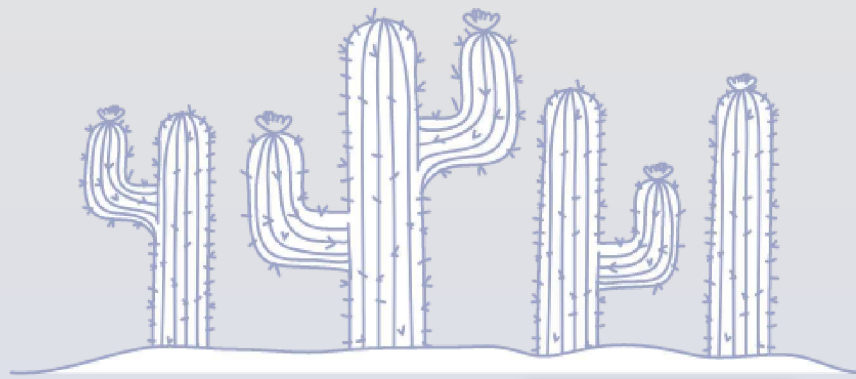
The picket was a unifying event for all our long-time Members who participated; it was also encouraging to see a number of our newest Members fresh off of probation taking an active role in our Union, recognizing the importance of being involved. Many of our fantastic OAK Shop Stewards showed up, including Conrad Arnold, Ashley Wilhelm, Janell Torres, Jason "AB" Burke, Eric Hironymous, Angie Kilbourne, Frankie Ferguson, Jared Neil, and Sam Wilkins, all of whom helped organize and lead the picket attendees. A special shout-out to OAK Members Vincent Scott and Eric Astacaan for hyping everyone up for three hours. We would also like to extend exceptional thanks to Sam Wilkins, who was instrumental in organizing the picket and motivating people to show up! Members of other TWU Locals, SWAPA Members, and local political leaders, including Liz Ortega, the California Assembly Member from District 20, and Alameda Labor Council Executive Secretary-Treasurer, all joined us in solidarity and support for our Contract fight.

We garnered the attention of passengers and news media alike. A big thank you to all the Members who attended our picket and post-picket solidarity event. We can't wait for the next action and hope that even more people attend! We will continue to let Southwest Airlines Management know we will not back down from our efforts to secure a fair, industry-leading contract. It's past time to Make It Right!

Josh Rosenberg
Oakland Domicile Executive
Board Member



PHOENIX

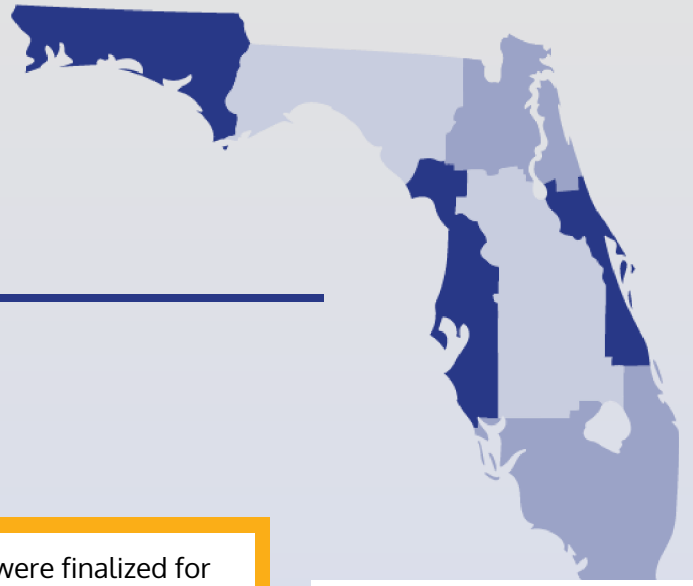


Phoenix was fired up for the Informational Picket, with 214 people signing in at the event. The city of Phoenix only allowed 100 people on the permit, and we had six policemen monitoring the situation at one point. The police said, "Hey, we are Union too! You are being respectful and peaceful - have your day". It was a great turnout and shows that the Phoenix Base wants Southwest Airlines to Make it Right!

-Rob Riddell
TWU Local 556 Member



ORLANDO



On September 25, 2022, plans were finalized for the Orlando Informational Picket at the Orlando International Airport on September 27, 2022. We had Flight Attendants registered and set to show up in force. The press was alerted and local elected officials planned to join us that day. We coordinated with other local Unions to participate with us in support. We thought we had it covered.

Hurricane Ian had other plans for MCO that day. On the morning of September 26, we worked on last-minute details to ensure a successful picket while continuing to track the hurricane. After a call with the airport, we made the difficult decision to cancel the picket. Ensuring our Flight Attendants' safety and well-being were our primary concern.

Luckily, we rescheduled the event for December 16, 2022. Our own Local 556 Members were joined by supporters from Local 555, SWAPA, and UnitedHERE. Orlando was fortunate enough to garner support from several public officials, including US House Representatives Darren Soto and Maxwell Frost. Florida House Representative Anna V. Eskamani was also in attendance. This demonstration of unity echoed the energy and efforts of the previous pickets at other bases in September. With voices united and marching shoulder-to-shoulder, the Orlando base showed the Company now is the time to Make It Right!



Drew Shy
Orlando Domicile Executive Board
Member



LABOR ALLIES

TWU Local 556 would like to extend a special thank you to the external support we received on the day of our Informational Picket. From other Unions to political leaders to our own Members' family members, everyone's presence only helped to amplify our message: It is time for Southwest Airlines to Make It Right!

- ✓ Dallas Central Labor Council
- ✓ CWA 6215 - Earnest Tilley Executive VP
- ✓ Dallas AFLCIO
- ✓ American Postal Workers Union - Lewis Fulbright
- ✓ TWU 513 - Tevita Uhatafe - AA Ground.
- ✓ Mike Collier - Candidate Texas LT Governor
- ✓ Tarrant County Central Labor Council
- ✓ Rhetta Bowers - Texas House Representative HD 113
- ✓ United Steelworkers- Lou Luckhart
- ✓ Association of Flight Attendants International Secretary-Treasurer Dante Harris
- ✓ Southwest Airlines Pilot Association
- ✓ Local Council 12 President Kimberly Burkhalter
- ✓ Association of Professional Flight Attendants

MEDIATION EXPLAINED



What is Mediation?

One of the purposes of the RLA is to provide for prompt and orderly resolution of collective bargaining disputes in the railroad and airline industries. Under the RLA, both parties have a duty "to make and maintain agreements ... and to settle all disputes ... to avoid any interruption to commerce or to the operation of any carrier ..." The parties should attempt to resolve collective bargaining disputes through direct negotiations.

If either party believes an agreement cannot be reached in direct negotiations, that party can apply for Mediation with the National Mediation Board (NMB). The role of Mediation is to assist the parties with productive dialogue on their issues. The mediator can and will use a variety of techniques to ensure this occurs.

How it Works

As outlined on the NMB website, applications for Mediation services will be docketed (assigned an "A" case number) within two (2) business days of receipt. The NMB Chief of Staff and Senior Mediators will consult concerning case assignment, and the assigned mediator will contact the parties within five (5) business days of the date the case was docketed. The role of the mediator is to assist the parties with productive dialog on the issues. Keep in mind the mediator's job is to facilitate negotiations, not to impose binding agreements. Any agreement reached by the Union and Southwest Airlines in Mediation would still be voted on by the Membership.

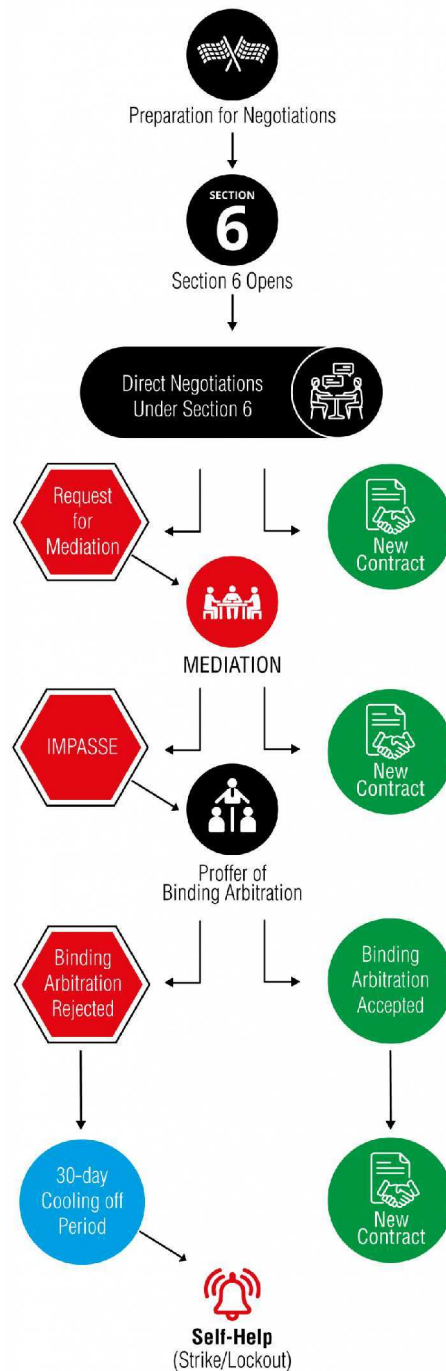


**MAKE IT
RIGHT!**

The Process

During Mediation, the NMB does have the authority to dictate where, when, and for how long the parties will meet. Once Mediation is invoked, the NMB conducts meetings until an agreement is reached or until the NMB concludes no agreement can be reached despite its best efforts. If the NMB reaches this conclusion, it urges both sides to resolve their dispute through binding arbitration. Upon rejection of the proffer of arbitration by either party, the NMB releases the parties into a 30-day cooling-off period, during which there can be no changes made to the status quo. Normally, during the cooling-off period, the NMB will call the parties back to the table for further discussions. These meetings are referred to as public interest or super Mediation meetings and are generally held at or near the end of the countdown period, although they can be convened at any time during the 30-day time frame and beyond. At the end of 30 days, the parties either reach an agreement or engage in self-help. Self-help means that the Union is free to strike or engage in other activity, and the Company is free to impose its last best offer or temporarily cease operations or engage in other self-help activity. If, in the judgment of the NMB, the unresolved dispute will threaten to interrupt interstate commerce "to a degree such as to deprive any section of the country of essential transportation service," the President may create an emergency board to "investigate and report" on the dispute. In such a situation, the parties will be required to participate in a Presidential Emergency Board (PEB) and defer any self-help action until 30 days after the PEB makes its recommendation.

The Process At A Glance



Your Negotiating Committee is committed to keeping you informed as we continue to fight for the needs and wishes of our Members. Let's show the Company that we stand united in negotiations. Members can support the process by wearing your Union pins and sharing content on social media.

TWU AGENCY FEE POLICY

TWU's Policy on Agency Fee Objections, as amended, is based upon decisions of the United States Supreme Court.

1. Employees who are members of TWU are eligible to engage in a broad range of activities by virtue of their membership. This includes, for example, the right to run for and vote in Union elections, to vote on ratification of collective bargaining agreements, and to attend and participate in Union meetings and activities that are pertinent to their employment. Employees represented by TWU can elect to be non-members, but if they do, they lose these and other rights and benefits that go along with membership in good standing in TWU.

2. A TWU-represented nonmember employee who is subject to a union security clause conditioning continued employment on the payment of dues or fees – referred to as "agency fees" for nonmembers – has the right to object to expenditures by TWU or the employee's Local Union that are not related to collective bargaining, contract administration, Grievance adjustment or other expenditures that are considered "chargeable" to nonmember objectors. A nonmember objector's agency fees shall be calculated in accordance with this Policy.

3. To become an objector, a TWU-represented nonmember employee shall notify the International Secretary Treasurer in writing of her/his objection by mail postmarked during the month of January in the first year for which the employee elects to be an objector. The written notification shall be signed by the employees and include the objector's current home address and TWU Local Union number, if known. The nonmember objector shall also mail a copy of this notice to her/his Local Union. A nonmember employee who first becomes subject to a TWU union security clause after January in a particular year and who desires to be an objector must submit written signed notification to the International Secretary Treasurer, with copy to the employee's Local Union, including the objector's current home address and TWU Local Union number, if known, within thirty (30) days after the employee has become subject to union security obligations and been provided notice of these procedures.

A. A current TWU member who chooses to become an objector, must first resign from TWU membership before she/he can file an objection through these procedures. A member who resigns from membership during the course of the year shall have 30 days following resignation in which to elect to become an objector by utilizing the procedures set forth in paragraph 3 above.

B. A TWU-represented nonmember employee, who provides notice in accordance with the procedures set forth in paragraph 3 above, will be considered an objector for each subsequent calendar year after the first year for which the employee elected to be an objector, unless and until the employee notifies the International Secretary Treasurer in writing that she/ he no longer desires to be an objector.

4. Expenditures in the following categories are among those chargeable to nonmember objectors.

A. Negotiation of agreements, practices and working conditions.

Administration of agreements, practices and working conditions, including Grievance handling, all activities related to Arbitration, and discussion with employees in the bargaining unit or employer representatives regarding working conditions, benefits and contract rights.

B. Conventions, Union business meetings, and other
C. Union internal governance and related expenses.
D. Social activities.

E. Publications, to the extent related to chargeable activities.

F. Litigation before courts and administrative agencies related to contract administration collective bargaining rights or other chargeable activities.

G. Legislative, executive branch and administrative agency activities on legislative or regulatory matters related to the negotiation or administration of contracts and working conditions.

H. Education and training of members, officers and staff intended to prepare the participants to better perform chargeable activities or otherwise related to chargeable activities.

I. Activities related to group cohesion and economic action of or by TWU represented employees, e.g., demonstrations, general strike activity, informational picketing.

J. Overhead and administration related to or reflective of TWU or TWU Local Union chargeable activities.

5. Expenditures in the following categories arguably are non-chargeable to nonmember objectors:

A. Community service and charitable contributions.

B. Affiliations with non-TWU organizations.

C. Support for political candidates.

D. Member-only benefits.

E. Lobbying to the extent not chargeable as per paragraph 4.g. above.

F. Publications, litigation and for overhead and administration to the extent related to arguably non-chargeable activities.

G. External recruitment of new members.

6. The TWU Policy on Agency Fee Objections shall be reprinted in each December issue of the EXPRESS. The International shall also send a copy of this Policy to each nonmember who objected during that calendar year to inform such person of the right to elect to again object in a succeeding year. Any Local Union that is required by law to have an agency fee policy, but which has failed to adopt such a policy, shall be deemed to have adopted this "Policy on Agency Fee Objections" as its own, and such Locals shall be identified in the December issue of the EXPRESS.

7. The International shall retain an independent auditor who shall submit an annual report verifying the breakdown of chargeable and arguably non-chargeable expenditures (the "Report"). Similarly, if a Local Union has determined to apply this Policy for its expenditures, the Local Union shall arrange for an independent audit of the breakdown of the Local's chargeable and arguably non-chargeable expenditures. Any Local Union which fails in a given year to conduct an independent audit of expenditures shall be deemed to have spent the same percentage of its expenditures on chargeable activities as the International expended as reflected in the auditor's Report. The Report(s) of the independent auditor(s) for the International and, where applicable, the Locals shall be completed promptly after the end of the fiscal year. The most recent Report of the International's expenditures shall be reprinted in the December issue of the EXPRESS. The Local Union shall provide to the nonmembers it represents a copy of the Report of the breakdown of the Local Union's expenditures.

8. The fees paid by nonmember objectors shall be handled as follows:

A. Nonmember objectors who pay fees directly and not by checkoff shall pay an amount equal to the full amount of agency fees reduced by the percentage of agency fees ascribed by the audit Report(s) (described in paragraph 7 above) to arguably non-chargeable activities (the latter amount referred to hereafter as the "non-chargeable amount"). An amount equal to 50% of the non-chargeable amount shall be placed in an interest bearing escrow account.

B. With regard to nonmember objectors who pay agency fees by check-off, promptly following receipt of the checked-off fees, the non-chargeable amount, both for the International and the Local that is utilizing this Agency Fee Objection Policy, plus an additional 50% of that amount, shall be placed in an interest bearing escrow account. Promptly following each calendar quarter, the non-chargeable amount for the preceding calendar quarter, plus the interest accrued thereon, shall be paid to each such nonmember Objector.

C. The International shall bill each Local for the monies return to objectors from escrow in connection with the Local's arguably non-chargeable expenditures.

9. A nonmember objector may challenge the last audited breakdown of chargeable and arguably non-chargeable expenditures contained in the independent accountants' Report(s) by filing a challenge with the International Secretary-Treasurer, together with notice to the employee's Local Union, postmarked no later than thirty (30) days after mailing of the December issue of the EXPRESS that includes the Report(s).

A. All such timely challenges shall be referred to an impartial arbitrator appointed by the American Arbitration Association ("AAA") under its rules for impartial determination of Union fees. TWU will request that the AAA appoint an arbitrator to promptly consider and make a determination regarding the challenges in a single consolidated hearing to take place in Washington, D.C. TWU will provide the AAA with the names and addresses of



the nonmember objectors who have filed timely challenges.

B. Challengers, the International and, if a participant, the Local Union(s) shall each bear its/their own costs related to the arbitration. The challengers shall have the option of paying a pro rata portion of the arbitrator's fees and expenses; if they decline that option, the Union parties to the proceeding will pay the full fees and expenses of the arbitrator and not just their pro rata portion of such fees and expenses.

C. Challengers may, at their expense, be represented by counsel or other representative of choice. Challengers need not appear at the hearing for their challenges to be considered. Challengers who elect not to appear at the hearing may file written statements with the arbitrator, provided they do so by no later than the beginning of the hearing before the arbitrator. Challengers who appear but elect not to present evidence or otherwise participate in the hearing may also submit written statements at or before the beginning of the hearing.

D. Fourteen (14) days prior to the start of the arbitration, challengers shall be provided with copies of all exhibits or a list of all such exhibits that a Union party then intends to introduce at the arbitration and a list of all witnesses the Union party then intends to call, except for exhibits and witnesses the Union party may introduce for rebuttal. If copies of exhibits have not otherwise been provided, a challenger may request that the Union forward a copy to the requesting challenger(s) during this 14-day pre-hearing period. Copies of all exhibits shall also be available for review by challengers at the hearing.

E. A court reporter shall make a transcript of all proceedings before the arbitrator. This transcript shall be the only official record of the proceedings and may be purchased by the challengers. The parties shall be informed when the transcript is available for purchase and/or review. If challengers do not purchase a copy of the transcript, a copy shall be available for purposes of inspection by them at the Union party's/parties' headquarters during normal business hours.

F. The arbitrator may determine all procedural matters affecting the arbitration consistent with the dual objectives of providing for an informed and an expeditious arbitration.

G. Each party to the arbitration shall have the right to file a post-hearing statement by no later than fifteen (15) days after the parties have been provided notice that the transcript has been completed and is available for purchase or review. Neither challengers nor Union parties may include or refer in the post-hearing statements to any evidence that was not previously introduced and accepted by the arbitrator during the arbitration proceeding.

H. The arbitrator, taking account of the record presented, shall issue a decision on the challenges to the validity of the auditor's Report of the "chargeable" percentage of Union expenditures. The arbitrator's decision shall be issued within forty-five (45) days after the final date for submission of post-hearing statements or within such other reasonable period as is consistent with the AAA rules and the requirements of law. The decision of the arbitrator shall be final and binding.

I. Upon receipt of the arbitrator's award, the escrowed funds, as referenced above, shall be distributed in accordance with the arbitrator's decision, with the remaining balance, if any, after any required payments to challengers, returned to the International's or Local Union's general funds.

10. The provisions of this Policy on Agency Fee Objections shall be considered legally separable.

Should any provision or portion thereof be held contrary to law by a court or tribunal of competent jurisdiction, the remaining provisions or portions thereof shall continue to be legally effective and binding.

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