



BNA TWU 555 Holiday Party

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MCO TWU 555 Holiday Party

#### **Cover: Hanging By The Zero**

Many members continue to struggle with attendance as attendance terminations have been the largest percentage of terminations particularly for members with less than three and a half years of service.



## TRANSPORT WORKERS UNION LOCAL 555

REPRESENTING THE RAMP, OPERATIONS, PROVISIONING, AND FREIGHT AGENTS OF SOUTHWEST AIRLINES TRANSPORT WORKERS UNION OF AMERICA • AFL-CIO • AIR TRANSPORT DIVISION • TWU555.ORG ESTABLISHED IN 1996 • 1341 W MOCKINGBIRD LNE STE 1050E DALLAS TX 75247 • 1-800-595-7672

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# Presidential

ROTHERS AND SISTERS, As promised, we are continuing with the Newsletters to communicate with the membership along with our social media presence and station visits. We know there are a lot more cities requesting our presence and we plan to visit many more cities. Since the last newsletter issue, there has been quite a bit of uncertainty in the company we work for. The company has made some changes to its business model, and whether due to the Elliott group or not, they have impacted our members in ATL. Two hundred and forty-four members to be specific. It is very disappointing to see the company fail to maintain

"Many of these bid lines make absolutely no sense and we were able to show bids from cities where logic clearly was not at play"

the presence it inherited in such a large market. We just went through this in IAH and FLL and we were assured that nothing else was going to happen, and yet here we are again. There are a few agents who were impacted in FLL that transferred to ATL as a result, and that are now impacted again. Poor and irrational decisions from management are affecting our members.

While there were some increases in moving allowances, we need to focus on Article 15 in the next round of negotiations.

We have heard many times about the work schedule bids that our members have had to deal with that come from headguarters and that have resulted in reductions to our members' quality of life. We met with Workforce Planning along with other senior Southwest management present to reiterate how these bids affect our members, especially lines that include multiple start times or that include both am and pm lines. Many of these bid lines make absolutely no sense and we were able to show bids from cities where log-

ic clearly was not at play. They committed to making more of an effort to reduce these types of lines and we will continue to have conversations to minimize these issues on work schedule bids.

The open positions on our committees have now been filled in addition to our Grievance Admin position. As grievances and terminations have continued to increase at a record pace, the increases in staffing have also been necessary and are the result of both a growing membership and poor station management. We have had numerous system boards over terminations with sometimes six

## Overview

to eight per week. As we do our visits, we are having conversations with management about appropriately awarding obvious infractions instead of needing to file grievances over things such as no lunches or late lunches. All agents should be getting their lunch break, but on the chance that they don't, why are we having to grieve it? The company's mentality of "just grieve it" is being addressed.

We are constantly evaluating our current vendors and looking for ways to save time and money. Securing our financial health will always be a top priority. One of the costs that has significantly increased since the contract was ratified, are our system board and arbitration costs. Although there is new and clarifying language on what work a supervisor can do, the company is going against the contractual language that they agreed to. We have had four arbitrations since April over the Article 2 language. We have also had to grieve the language in Side Letter number 7 in regard to the 32-hour language. The grievances have covered numerous scenarios, primarily that if an agent worked 32 hours prior to a premium day, the company is not paying the appropriate double time and triple time. That has since been resolved and should not need to be grieved going further. We will continue to fight for the

language that was agreed upon. Although those costs have gone up, one that has significantly gone down is us splitting the costs on settlements prior to arbitration. For some reason, we were splitting the cost on cases that settled where we got what we were asking for in the beginning. They chose to settle it late and that is not the union's fault, and the company will need to pay for the entirety of those cancellations.

The work rule interpretations have been posted to the website and have been printed and sent to the local station reps. The Fast Facts booklets have also been printed and will be distributed to the stations for members to have. Keep these handy so you have a quick reference to knowing your rights. It's up to all of us to know our contract and to enforce it. If you see a Union Brother or Sister needing assistance, then let's help each other out. The union representatives at your stations are doing a thankless job and can't always be available twenty-four hours. They work tirelessly to protect and enforce this contract. Thank them occasionally. That goes a long way. When you see that rep of the quarter nomination get posted, fill that out and have your union representative recognized. Lastly, as I write this, we are now seven months past the election. We must move past our differences despite who won or

lost. There will always be winners and losers in every election, but we need to move forward. We can learn from the past, but we can't live in it. We are committed to enforcing this contract, increasing communication, increasing education, and increasing visibility. These were asks from you, the membership, and we will fulfill them. Our ask is that you give us the support we need to accomplish these tasks you have given us. Together we will bring positive change to our local. We are 555.

In Solidarity,
Abilio Villaverde
President

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# You May

NE OF MY JOBS AS 1st Vice President is keeping an eye on grievances. It doesn't matter if it's a grievance I decided to handle or if it is with one of the nine District Reps or eight Grievance Specialists. A lot of my day is talking to one of those seventeen guys or their counterparts over at the company. Out of all of the grievances we get, there is one thing that stands out more than any. Terminations.

I see every termination that comes to our office. It gets sent to me first and then I assign it out to one of the Grievance Specialists or give it to the District Representative if they happen to want to keep it. I look at every case before it gets sent out. One of our specialists keeps stats on all of terminations that come in. I think it's important to look at some of those so we can see trends as they happen. So here we go.

Pre COVID. the record number of terminations we had ever had in a year was in 2019. That year we had 372 terminations. Sure, we were a little smaller then, but not much. Last year was the next record-setting year and the number of terminations was 446. So, after we came out of COVID, we had 74 more

terminations than we had ever had. And again, maybe you just want to chalk that up to we had more members. That's fair. In 2024, as of the middle of November, we currently have 544 terminations. At this rate, we will easily have over 600 for the year. Our membership numbers have actually dropped over last year. So, what are people being terminated for? No question about it. Attendance. Forty percent of all of our terminations are for attendance. Two hundred and twenty-three of them this year, so far. The majority of all of those are members with less than three years of service time. The next closest subject matter for terminations? Behavior. Eighty-eight of those this year. Behavior is a broad category. There are several different things that could fit into that category. Not attendance. It's pretty cut and

Page 77 of our contract is where you will find Article 23 that has to do with Attendance. We have had several arbitrations in our history over attendance. One thing that has been repeated time and time again in those decisions is the "No-fault attendance policy." What the hell does that mean? Well, I asked my fancy AI friend on my phone, and it says, "an employer policy where employee absences are counted towards disciplinary

# **Not Be Back**

action regardless of the reason for the absence." Regardless of the reason. You're coming to work one day and there is a body found in the middle of the interstate, so the highway patrol shuts down the entire highway and you're late? That's a point. You're almost an hour early to work but the President has decided to visit your city, the Secret Service has the road shut down and you're stuck waiting your vehicle which causes you to be late? That's a tardy. A storm blows through a city that's The simple fact of the matter is, I known for its nice weather and drops a light coating of ice on everything and shuts the entire city down for the better part of the day? So what. That's a

protected sick days, and bereavement are just some of the ways that we are allowed to miss work and not be impacted by our attendance points. The other way to avoid getting into point trouble is probably the easiest way and the most obvious. Come to work. I understand that there are things that happen, and someone needs a day off. It happens to every one of us. That's what your point accumulation is for. That's also what your point roll offs are for. They are for an hour before you can move there to help get past those times where you had to miss work.

> hate seeing someone get terminated. I really hate it when it's because of attendance and they just didn't understand what options they had available to them. Our union reps

> > have had thousands

"One Thing that has been repeated time and time again in those decisions is the "No-fault attendance policy". What the hell does that mean?"

point. All cases I have handled before. Point being, there are a lot of things that every single one of us can have happen to us that can absolutely cause problems for us to get to work. Life happens. That's why we have so many points built into our scale. It's not the last point that gets you terminated. It's all of the points before the last one that put you in that situation. Sick, personal, vacation, freedays, FMLA,

conversations with members when they get into point trouble. Make sure you talk to your reps at the station or even your District Reps if you don't understand when you can and can't use a Dr. note. If you or a family member has a medical issue that is ongoing, that's what FMLA is for.

Make sure you understand all of your options. Make sure you're not a part of the forty percent of members that have less than three years in that end up in my inbox waiting to be

assigned to a Grievance Specialist to do an attendance review. If you see someone going through some hard times in their life, reach out to them and make sure they know their options. Let's take care of each other and make our Union stronger.

In Solidarity, **Tony Slavings** 1st Vice President

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# **Visiting**

N THE DIVERSE AND interconnected environment that we all work in today, fostering strong relationships with one another requires more than just virtual meetings or emails. Being able to visit our membership across our vast network offers significant benefits that lead to improved communication, enhancing education, and fostering an internal culture of collaboration and inclusivity. I wanted to take a moment to discuss and explain why I feel that there is a massive benefit for all of us with one of the most basic acts that our Executive Board can take. The true benefit feedback when we visit our of a station visit.

strengthen our membership, and the roles that we have with one another. Taking that opportunity to create that faceto-face interaction just to be able to answer questions assists in cultivating a much more active Local. Additionally, it provides each of us with a measure of accountability to one another. Maintaining that open visibility within our organization is crucial to ensuring the sacred trust that we have with one another.

An aspect of building and maintaining that trust is providing true and honest members and experiencing

"I think that we all can agree that there currently is a massive disconnect between the "glass castle" that is headquarters, and the reality of our operation.

Some might ask "Why does our Executive Board put such an emphasis on a station visit, when I can just call my rep?" While I would never want to dismiss the value of being able to call your elected rep or send an email, what I have experienced in seven months of visiting our members is quite remarkable. Being able to get into our break rooms and meet with our members helps to

what each station goes through on a daily basis. As a board member, it is my responsibility to learn about each challenge that our individual stations can encounter. Let us be real for a moment, there are no two cities within our network that operate identical to one another. While each station is inherently different, they all have something in common. That common denominator between each station is that leadership (at Hours

the local level) blatantly violates our contract. More importantly, it is the responsibility of our elected leaders to hold the company accountable when we see and experience those violations firsthand.

There is not one single station that we have visited where the company did not exhibit an open disregard for our collective bargaining agreement. With my own two eyes, I've seen management refuse to provide water during the summer. I've seen the company force our members to work in coolers overrun with mold. I've witnessed the company instructing members to work flights with broken equipment that should be tagged out for the safety of our members. These are just a few of the violations that I have personally experienced, and trust me when I say that the list goes on and

Holding the company accountable for these violations happens in multiple manners. We begin at the local level and have found that often times we can come to some resolution immediately. However, our pursuit doesn't stop there, nor does it end on that visit. We know that inevitably, local leadership tends to go back to their learned behavior after we leave. However, the environment in that location has now changed. Those managers now know that we hold no hesitation to return, and more importantly, our members know to reach out immediately if those same violations begin to reappear.

I think that we all can agree

that there currently is a massive disconnect between the "glass castle" that is headquarters, and the reality of our operation. Which is why we bring our findings back to senior leaders within the company. You could argue that they may not care from their position. You could say that bringing it to their attention is pointless. The thing is, we put more weight on the fact that we know about these violations. The working conditions for our membership are important to us, and that is a stance that will not change. There is a massive difference in sitting across the table from the company saying, "we've heard rumors" or "there is an increase in this type of grievance"; to "we were there, and here is what we saw." When you provide a factual account based on professional experience, that account becomes increasingly difficult to argue. Simply put, how can the company reply with "Surely that doesn't happen," when we are facing them stating "This is what we found. What are you going to do to address it?"

Sisters and Brothers, station visits allow us all to build upon what makes our Local a force to be reckoned with. Providing our board members with the facts and information that we need to usher change within a station, begins with making ourselves available. That initiative is one that I personally prioritize and has been proven over the last seven months. In that time, I have made a total of twenty station visits, to seventeen separate locations, and I don't intend to slow down anytime soon. I plan on getting to each and every single station that our members work at and learning about their experiences. I ask that you keep an eye out and be ready to help usher in the change that our workgroup deserves.

In Solidarity, **Bryan Gaulle** 2<sup>nd</sup> Vice President

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## Local

HE GRIEVANCE process begins at the station level where grievances are negotiated between local representatives and local management and can progress to the district level where grievances are negotiated between district-level management referred to as "labor managers" and the union's district representatives, grievances specialists, or other officers before potentially having cases being heard by neutral arbitrators. For this reason, the perspectives between the station level and district level can differ significantly and it is important to understand the differences and why a grievance might be successful at one level but not necessarily successful on the other or vice versa. While in this article I'll focus on the station-level perspective of the grievance process, I'm writing this article in conjunction with District 6 Representative Tyler Cluff who has served in that role for numerous terms and is one of the local's most experienced when it comes to working cases on the district level who will provide a view from that perspective in his article.

To begin, and for those that may be unfamiliar, I'll identify the station level grievance steps and their associated timeframes along with some grievance basics. The basics of a grievance include the grievant's information along with a statement of what the grievant feels is the contractual violation that they are grieving along with a "remedy sought" which means what the grievant wants to happen in order for the grievance to be settled. The grievance is then submitted to the local representatives for filing.

There are two official steps, or

opportunities, at the station level for a grievance to be settled and the settlement discussions happen between management and the local union representatives. When a grievance form is filled out within ten days of the alleged contractual violation, it is filed with a member of management. Filing the grievance with a local member of management is the action that makes it an active grievance and starts the first management timeframe. Management then has 5 "working days"(working days do not include weekends or company recognized holidays) to return the grievance to the local union reps with a step 1 decision. Management usually designates an MRO or member of sso to write the decision at step 1. Management decisions may include an outright denial of the grievance, commonly written as "Respectfully Denied." It may include a partial award of the remedy sought awarding some but not all of what was requested by the grievant. Or the decision may include a complete

## Anesthetic

award of the remedy sought. The union has the opportunity to accept or decline the proposed step 1 management decision and to return it to management within five working days to appeal the previous decision if necessary and to escalate the grievance to a higher level of station management. Management then has another five working days to return the grievance with a step 2 decision. At that point, the union can accept the proposed remedy or appeal the grievance to the district level within ten working days of the step 2 management decision.

Often times there are grievances that are thought to be easy wins filed at the station level that do not end up being successful. Conversely, there are times when grievances with borderline merits are successful. This can leave room for speculation on why they were or were not granted when agents and/or local reps feel they're in the right. Filing successful grievances at the station level can many times be done using methods that would not work at the district level. Grievances settled at the station level are not viewed by arbitrators or neutral parties and sometimes not by anyone outside of the station at all. For this reason, grievances can sometimes be won based on a lack of contractual knowledge on the part of your local management. Local

management doesn't have access to system-wide case files and often has little experience with the application of contractual language. There are sometimes stations in the system that have misinterpreted language, are applying things incorrectly, and have done so for many years. I recall an agent from the east coast transferring to SAN and being furious with the local reps because the agent felt that we were interpreting the 10 hour rule incorrectly when in fact the station that he had come from had been applying it incorrectly. Accordingly, a grievance in one station may be awarded when in another it would not be. Contractual knowledge or a lack thereof and the desires of both local management and the membership may play a role in how grievances are handled locally as well. There are other factors at the station level that may affect how grievances are addressed that differ from the district level especially when a grievance isn't necessarily contractually sound.

Relationship with management

A grievant's relationship with management may play a significant role in whether or not a grievance is successful at the station level. Does that mean an agent should run and join the culture committee, purchase a Bob Jordan bobblehead, and get front-row seats to the next Spirit Rally? Some agents feel that go-

ing above and beyond and doing their jobs and the jobs of others, working all the mando, and never filing a contractual grievance will protect them best. While that may work at times, I've also seen recipients of the illustrious President's Award terminated in the year after they won it. Personally, I've found that a strong union member who stands up for themselves, files grievances when the contract is violated, and does their job at a high level garners the respect necessary to benefit from a favorable management perspective.

#### Organized Response

One of the primary differences between the station level and district level is the ability for members to organize in ways to demonstrate disapproval with management's actions. As a real life example, but not necessarily a suggestion, when members in SAN began receiving discipline for not doing Comply 365, the members posted their discipline letters on the walls of the ramp break rooms creating a wallpaper of discipline. The company commonly uses discipline to intimidate, and members demonstrated that they were together and not intimidated. All of the discipline letters were eventually removed. This cycle took place on approximately three different occasions over numerous years. The challenge of this type of response, is that it is often necessary for members to choose to

be inconvenienced in the short term in order to win in the long term and that many members are not willing to choose to be inconvenienced for any length of time even if that means that the offending issue continues to inconvenience members on a daily basis. For this reason, issues that require organization as a remedy must be widely felt by the membership. This was a conversation that I had with many part time agents in the past when they had issues that they wanted solved that weren't necessarily contractual. I advised them that it would be difficult to find support among the rest of the membership because the issue only affected a small percentage of the membership.

#### Attendance

Attendance is the number one reason for terminations in the system and also one of the greatest factors in how management views you as an agent. Forget the nonsense that they'll add to your employee review (if you actually get one) where you have a couple of call-ins or utilize contractual provisions and they've labeled your attendance "unacceptable." Contractually, less than 1 point on an attendance record has no discipline attached and as such, is a good record. Maintaining a good attendance record in this manner will also allow an agent to benefit from a positive reputation that may influence local grievance settlements.

#### **Evidence**

There are many grievances that seem like sure winners, but a lack of evidence makes for a difficult job for your representatives. If you have been charged with failing to clock in or out, do you have videos demonstrating that you did? If management alleges that you didn't return a radio or scanner, do you have video demonstrating that you did? I know. I can already hear it. Why should I have to take a video? The company should keep better records or systems. They should, but we all know that they won't and possessing evidence can be a make-orbreak element for your grievance. The main difference at the station level though, is that the management understands the systems in place and will understand the past practice at the station in a way that a neutral party would not.

#### Local Anesthetic

While a neutral arbitrator will only have what is presented to them in a case to go on, the station level is a much more familiar setting for all involved. Unless you're at one of the super megas, everyone probably knows everyone else to some degree. Everyone is familiar with the unique station procedures. The specific equipment that is used. Sometimes grievances may be awarded at the local level in the name of keeping a good relationship between the union and management. Sometimes management can be convinced to award a grievance at the local level if there was

evidence of malfeasance on the part of management that they may prefer to keep in-house. A local rep may also be able to convince local management that awarding a grievance, that might not win at the district level, is in the best interests of all parties at the station. In one instance, I was able to convince a manager to award a grievance and to remove discipline for an agent that was not well liked by anyone because the agent had put in for inflight and that the discipline might prevent them from leaving the station.

The station level may feel less powerful at times, but it can also be more powerful and has a wider scope than the more concise district level where cases are reduced to what is presented and the personal relationships and unique environments at the station are muted.

In Solidarity,

Jason Sonnabaum

Financial Secretary - Treasurer

## **Anatomy of a Grievance**

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## **Brothers**

since I have been in my new role with the local. Things have started to become more repetitive, and a routine has now been set in place for the most part. The new hire classes have steadily increased since I took office. It's nice to see so many new faces eager to work for the company, and who have desired to for most of their lives, but the reality is, it's no longer the Southwest that existed years ago. With that same statement, we know the workers are also not the same. I'm not sure how or when this "shift" in work ethic happened. I'm a millennial (insert cringe face) but I take pride in everything that has my name associated with it, and I don't halfass things. We need to embrace

"We aren't "co-hearts." The Company lost the "luv" years ago. We are a Brother and Sisterhood.

the new hires when they come into your station to work. I know it throws your flow off and it can be a bit of a hassle but remember you were in their shoes once. Let's get back to embracing our new hires, let's make them feel welcomed and hopefully lifelong TWU members. We aren't "co-hearts." The company lost the "luv" years ago. We are a Brother and Sisterhood.

T'S BEEN ABOUT SIX MONTHS A few weeks ago, in a new hire class, I had two members who for whatever reason two days into knowing one another, had already identified their personal differences and decided to display their discontent with one another loudly in the class. A few expletives were exchanged and then I stepped in. I can't stress the importance of working out whatever differences you may have with another member. Do not go to leadership first. Speak with your local rep and see what you can work out. We don't have to be best friends, but we do need to respect one another, keep it professional in the workplace, and limit the reasons for discipline. The company will find a reason to discipline you, I assure you of that. Don't give them another reason to come

> While you have seen the LEB meeting summaries posted to the website, these are just that, a summary. If you want to view specific minutes from an LEB meeting, you can do so. You will need to send an email requesting the specific information you will be seeking. Once I have received the email, we will set up a time that works best for both of us for you to come down to the union office in Dallas to view the minutes you are requesting. Remember, this is your right as a member. You have the ability to view minutes and finances, as well as voting

after you.

# **And Sisters**

in any election or attending a union function as a member in good standing.

I hope as you're reading this you have identified some changes since we took office. The communication has increased and so has our visibility. As I write this, sitting in the JAX airport waiting for the visit to begin, we have collectively visited twenty-six stations or events in the two hundred and twenty-seven days we have been in office. We have been to cities as small as VPS. We have heard numerous members say, "We've never had any officer here outside of negotiations." While it's nice to hear that you're excited to see us, it's disappointing it has taken this long. Your VP's alone have visited BWI three times to try and get that station back to where it was years ago when our members there enjoyed working. We aren't going anywhere, and our visits aren't going to slow down either. We know there are stations that have requested officers to come, and I assure you, we are trying to navigate around five busy schedules and then that district rep who is without a doubt the busiest of them all.

As the new liaison for the Working Women's Committee, we immediately identified some projects that the ladies would like to work on as well as some training to participate in. I would like to thank Kenya Rawlings (MDW) for getting me up to

speed, and stepping up to serve as the chair of the committee. Hopefully, you were able to utilize the interactive map we put together identifying low cost/ free services for women throughout the United States that we put out in October for Breast Cancer Awareness month. In the past, these types of things were thought of but never came to fruition, so I was very happy to see them work together to get it done. The board did approve the purchase of commemorative pins, and the committee members will be distributing pink TWU 555 wings for breast cancer awareness. The goal is to keep the membership informed on what the committees are doing. During campaigning, I heard it in multiple cities. "What are they doing?" "What are they producing?" "When they do attend conferences, how are they distributing the information to the members?" My intent is to change that. We are attending our first conference in Detroit as a committee and will report on what was learned. We have also participated in a Walk by Faith virtual walk in Detroit. Another goal was to have representation from every district across the system. I think we can all acknowledge that some committees were "heavy" in certain districts and not represented in others. I am happy to report the additions of District 1 with BWI Ops agent Melissa Forester, District 6 with SAN Ramp agent Keneshia Louis, District

7 with ONT Ramp agent Linda Sanchez, District 8 with MCI Ramp agent Katie Lisenbee and District 9 with HNL Ramp agent Cordelia Diggins. We are still actively looking for a woman from District 2 to help represent all the strong women in Florida/Louisiana, so if you would like to get more involved or understand what the wwc does, please reach out to either myself or one of the committee members to get some more information. We also plan on making visits to the cities within that district to help get the word out. I want to also add that the board decided that committee members would no longer be "lifelong" committee members. Every three years the committees will rotate the members to keep new faces flowing through them and engagement from the membership. It shouldn't be the same people always attending these conferences all the time. That was my belief as a former committee member and now, as the liaison.

In closing, I want to thank you for your time in reading this newsletter. I hope your holiday season is filled with lots of love and joyous times. I look forward to an amazing 2025 with all of you. Stay safe and please take care of one another.

In Solidarity, Nicole Salinas **Recording Secretary** 

JUST CAUSE 555 · N°.TWO



BDL BOS BWI BUF DCA IAD ISP LGA MHT PHL PVD

JUST CAUSE 555 · N°.TWO

# **Coming Together**

EASONS GREETINGS TWU members. As we look toward the end of another calendar year, let's remember a few things.

#### JNITY

Most of you, at one time or another, have used the words TWU 555 STRONG. Now, it's time for us to put some real action behind those words. When something is "STRONG," it can't be easily broken. Now is the time for us to RALLY together. The company is pushing back on our rights according to the contract, and we must stick together for what we deserve and earn. If you feel like your rights have been violated, file a grievance. Don't just talk about it. Please put it on paper.

Safety is a priority for me, and it should be for you. When you encounter a piece of equipment that is not working properly, don't be afraid to tell your local safety rep or local union rep. We must all work together to protect our safety. According to SWA, SAFETY is a #1 priority, so let's hold them to that. Also, remember we must all do our part to make sure we are protected and protect our fellow members.

I would personally like to thank all of the local representatives and safety representatives across the system. A very special thanks to all District 1 Union and Safety Representatives; your hard work has not gone unnoticed. I appreciate you and how much you do for your local stations. Many of you take calls beyond your tour of duty and work to help your fellow members seven days a week.

In Solidarity
Rev. George K. Davis
District 1 Representative

# **Attending To Our Rights**

IRST OFF, I'D LIKE TO start by wishing everyone a Happy Holidays and prosperity in the coming new year.

This has been a trying year for

our local as well as our membership. From station closures, reduction in force, and record numbers of terminations. There are many things that we can't control but one that we can control is attendance. Roughly 80% of terminations this year have been for attendance of members five years and under. With attendance, we are in control of our own destiny. Listening to the "Break Room Lawyers" is not the way nor the answer. Utilize your reps if you have any questions or concerns and educate yourself on the do's and don'ts. We have just signed a new contract and even in contracts past, one thing that seems to stay consistent is Article 23 Attendance. Pay attention to the call-off procedures, know your sick line number, and be clear in what you're calling in when you're calling. If you don't specify you're sick, the company will automatically charge you with a personal day. Know the timeframes in which you need to call off. Understand what you need to have on your doctor's note in order to use one. Understand your rights to a relapse. More and more states are adopting

protected leave laws. Know them before you use them; I can't stress that enough. Attendance is one of the hardest things to get your job back from if it's done correctly. Having a nofault attendance policy puts our destiny in our own hands and no one else. Again, brothers and sisters, if you have questions, reach out to your reps or district reps for the correct answer to your attendance concerns and issues.

Winter ops is here! For my cold weather cities make sure you're dressing appropriately for the season. If you're cold, let your immediate supervisor know and seek warmth. We take training every year on weather-related illnesses, let's make sure we use our training to protect ourselves and each other.

United We Stand,
Dan "DC" Chriss
District III Representative



## **DISTRICT 3**

CLE CMH CVG DTW MDW MKE ORD PIT

> JUST CAUSE 555 · N°.TWO



FLL **JAX MCO** MIA **MSY PBI RSW SRQ TPA VPS** 

**JUST CAUSE** 555 · N°.TWO

# Protecting From Iron-Fist

S WE APPROACH 2025, it's time to reflect on our challenges and renew our commitment to protecting each other from the harmful practices of overbearing management. Unfortunately, we all know the type of manager who only cares about one thing: pushing out flights on time, no matter the conditions. Whether it's harsh weather, long hours, or a lack of breaks, these managers often prioritize deadlines over our health, safety, and well-being.

But here's the reality, we do not have to accept this behavior. As your Union Team, it is our responsibility to stand up against those who disregard our contractual rights and push us to the brink. We cannot, and will not, let management undermine our safety or the quality of our work life. When leaders prioritize pushing agents to their limits, they cross the line into unsafe territory - and that is unacceptable.

#### Safety First - Always

One of the biggest areas where we've seen a failure from management is in safety. As the District 2 Representative, I continue to witness managers who ignore safety meetings, make it difficult for safety representatives to do their jobs, and show little

regard for safety protocols. This is happening in small cities across our district, and it's time we take a stand. Safety isn't a bonus or a side issue - it's a fundamental right that every one of us deserves. We will not allow these issues to be swept under the rug. We will continue to fight for our right to work in a safe environment and for the ability of our safety reps to do their important work without interference.

#### Fact-Findings -Equal Grounds, Equal Rights

Another area where we've seen management attempt to flex their power is during fact findings. In these meetings, leaders often try to dominate the room, acting as if they hold all the power. To my reps: remember, you are equals in those discussions. If there are four managers, there should be four union representatives plus the grievant. You have the right to stand firm and demand fair treatment. Don't let them push you around. Take your time, take good notes, and most importantly, ask for all key evidence. Fact-findings are your opportunity to fight for our members. Let's make it happen!

#### Looking Ahead - Plan for 2025

As we step into 2025, we need to re-group, re-focus, and set ambitious goals. We will build a stronger District 2, one that is united

# Ourselves Managers

and prepared to face whatever challenges come our way. I want to personally thank all of our reps, alternate reps, and safety teams for their hard work this year. It takes a special person to do what you do, and your dedication is what keeps our union strong. One of the key drivers behind our success this year has been our WhatsApp chat. It has allowed us to stay connected, share information, and continue is always available. If there is to build unity across District 2. The company fears a united union, and we're proving every day that we are stronger together.

#### Plan 2025

- Continue District 2 educational meetings to empower our Reps with the knowledge they need.
- Advocate for heat relief teams to protect our members in extreme conditions.
- Ensure that our Union and safety offices are well-supplied and able to support our mem-
- Push for proper equipment for all our members to do their jobs safely and effectively.
- Demand dedicated Union offices to serve our members needs.

• Roll out the Spanish contract to ensure that all members have access to essential information.

#### Final Thoughts

As we approach the holidays, I want to wish all of you a Happy New Year. Let's take this time to rest and recharge because in 2025, we will come back stronger and more united than ever. Please remember, my phone anything you need, or if there's something you want to see from your local union, don't hesitate to reach out to myself or Brian Albury. We're in this together and together, we will win.

#### In Solidarity, Edgar Jimenez

**District II Representative** 

"There's no reason for the establishment to fear me. But it has every right to fear the people collectively - I am one with the people." - Huey Newton



GSP IND JAN MEM MYR ORF RDU SDF STL

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## **Reduction By Force**

REETINGS BROTHERS and Sisters. I hope this newsletter is reaching you in good health and spirits. By the time everyone is reading this newsletter, the RIF (Reduction in Force) bid would have been completed in the Atlanta station. On September 25th, 2024, leaders from the company headed by Chris Johnson came to ATL and announced that there was going to be a reduction in force and that we would have to displace 244 total members from ground operations. 193 Ramp agents, 28 Operations agents, 20 Provisioning agents, and 3 Cargo agents. Currently, this is the largest reduction in force in Southwest history. This was a huge shock for a lot of our brothers and sisters across the system, including myself because ATL, which has been home for me for the past nineteen years, already dealt with this same situation back in 2013 when Southwest acquired AirTran. On Aug 4th, 2024, Southwest lets us know about the closing of stations in Bellingham(B-LI), Cozumel(CZM), Houston(IAH), and Syracuse(SYR). Along with a reduction in force in FLL. Then on November 8th, 2024, the company sends out an email to all of our members notifying 18 other cities of the VSP (voluntary separation program.) The company continues to tell us that they are not aware of these events coming their way, but in a matter of months, they have drastically affected hundreds of lives.

This leads me to the topic I would like to share with all of you today

and that is Article 15 Reduction in Force. This, I can tell you, is an article that has been overlooked for so many years and now needs to be updated to the times we are currently living in. When our next contract is up for negotiations, we must remind ourselves that Article 15 needs to be at the top of all our lists. Brothers and sisters, I urge all of you to just take some time and read Article 15 and become familiar with this article because I want everyone to be prepared and well-informed when the company does this again in other cities and affects more lives. Especially section two of Article 15 paragraph A which reads, "Allowance Accrual. Employees affected by a RIF who elect severance pursuant to Paragraph B. 4. of Section One of this Article shall receive two (2) weeks' severance pay for the first full year of completed service, and one additional week for each completed year of service thereafter; however, the maximum amount that may be accrued is sixteen (16) weeks."

So, as I close, I want everyone to just take a moment to think about your brothers and sisters going through these difficult times during the upcoming holiday season. I wish everyone a safe, and Happy New Year.

Onward and upward,
JP Loregnard
District IV Representative

## **Unity On Display**

REETINGS BROTHERS and Sisters. As I was deciding what to write in this article, I kept going back to how important it is for us to stand together as a unified workgroup. The power of a union lies not just in its collective bargaining strength but in the deep, unwavering unity of its members. Unity within the union is the cornerstone that ensures its effectiveness, resilience, and ability to fight for the rights and interests of our members.

When members come together with a common purpose and shared goals, we create a group that is stronger than any individual. This solidarity allows us to secure better wages, improve working conditions, ensure fair treatment, and protect our membership. It is through unity that members, no matter their background or skill set, find strength in our collective voice. The importance of unity goes beyond negotiating contracts or securing benefits, it fosters a sense of family and reinforces the idea that all of our contributions matter. Whether during tough times or easier times, when we are united as a workgroup, it lets us know that we are together and not alone. As I have been traveling around doing station visits, I get to see first-hand where we are and where we can improve. I am incredibly proud of the strength, dedication, and unity displayed by our membership. While there

is always room for improvement, we are no doubt headed in the right direction. Each member plays a crucial role in our collective success and together we've built a great foundation of solidarity. The commitment to standing together in the face of challenges and fighting for what is right is very evident.

Our unity is our greatest strength, and I couldn't be more honored to be a part of such a dedicated and passionate group of individuals. Thank you for your unwavering support and for continuing to make our union stronger every day.

Fraternally,
Mark Koudelka
District V Representative



## **DISTRICT 5**

AMA BHM CRP DAL HOU HRL IAH LBB MAF SAT

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ABQ AUS ELP OKC PHX SAN SLC TUL TUS

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#### **ANALYZING GRIEVANCES**

members are not familiar with the grievance process. In a lot of ways, that is probably a good thing. A vast majority of grievances that are handled by the union are discipline and termination grievances. If you are not familiar with the grievance process, that is probably a good indication that you have not been disciplined (or if you were, you chose not to file a grievance because you felt the discipline was warranted, or for "just cause"). There are also times grievances are filed for contractual violations, meaning the company didn't follow the contract, and you were affected by it. A prime example of a contractual violation is an Overtime Bypass. I want to focus this article on the grievance process after the grievance leaves the station. I will also discuss why the focus of how the grievance is reviewed changes from when the grievance is at the Local level.

I am writing this article in cooperation with Jason Sonnabaum, our current Treasurer, as his article will focus on the grievance process at the station level. As many of you might know, prior to becoming our Local Treasurer, he was one of the Local Union Reps for SAN ramp. Jason has many years of experience in dealing with grievances at the Local level, and I encourage you all to read his article to learn more about the steps of the grievance process locally,

and why things may get settled locally and might have a harder time if it moves up to the district level.

When a grievance is not able to be resolved locally, the Local Union Rep will take all the paperwork of the grievance (including any statements and other documents or evidence applicable to the grievance) and forward it to the Union office in Dallas. The District Representative (and in cases of most terminations, the Grievance Specialist) will then go to work. No matter what type of grievance we receive, the time lines for taking the next step in the grievance process has time frames to be followed. The District Representative or Grievance Specialist will need to send an assessment of the grievance within 10 working days of when the Local Union Rep received the grievance from their station manager. Once that is done, the company has 10 working days to respond to the assessment sent over by the union. In most cases, there is just a rubber stamp happening. The union says, "grievance is just," and the company says, "respectfully denied." But outside of the rubber stamp on the grievance paperwork, there are discussions that the District Rep or Grievance Specialist will be having with a Labor Relations Manager. Just like our union is divided into districts, the Labor Managers are assigned to cities, and depending on what city

#### AT THE DISTRICT LEVEL

the grievance is from, that will determine what Labor Manager we will be talking with. Through the discussions with the Labor Manager, most grievances get resolved and settled. These discussions are all about understanding what really happened. The company shares the information they have. The union shares the information we have. We discuss prior grievances, or arbitration rulings (I will discuss this more in a moment) on the same subject. We are simply trying to get to the heart of the matter. Yes, many times there are conflicting reports, and as we discuss them, we try to figure out what is the more credible narrative. What makes the most sense. What is the applicable contractual language. During this process, many times as I get more information from the company than what I had, I will personally reach out to the agent who filed the grievance to follow up with them. Then I follow up with the company. What is important to note in these discussions, this is all probative to the grievance and in determining if there will be a hearing on the grievance. What do I mean by that? As Jason will explain in his article, there are many reasons why a grievance can be resolved locally that might not necessarily be tied to the merits of the grievance. However, at the district level, the focus is all about, "how will this grievance stand up in a hearing?" The union has to look at all the evidence from the

company and what the local rep obtained in their investigation, and determine what will hold up in a hearing. Not all evidence is created equal. There are many "standards" of arbitration that help determine what evidence is more probative (shows proof) than other evidence. The union also has to analyze potential testimony. What will the company testify to in a hearing? What will the union testify to in a hearing? Will the testimony of the company (a supervisor or manager) be too much for the grievance causing an arbitrator to deny the grievance?

All of this information is analyzed and reviewed to determine if a grievance can survive a hearing, or have a legitimate shot of being successful. If it is determined that a grievance is not going to stand up on its merits in a hearing, the union will either withdraw the grievance or try to settle the grievance with anything that is better that what is already there. Pushing a grievance forward that will not be successful in a hearing can be detrimental to the union and all of the members. Bad language in an arbitration ruling can set a precedent that negatively affects our membership. If the company begins to see their arguments are not as good as the union, they will do the same in either awarding the grievance, or to start offering settlements for something better than what is already there. Just like the union, the company does not want to have a grievance go to

arbitration if they stand to get bad language that lessens their ability to manage and direct the workforce, or run the company the way they want to run it.

Part of the review process is going over past precedent. What does that mean? The company and the union have an extensive library of past arbitration rulings between each other (most of the arbitration rulings are on the union website). There are many rulings we have already received that set a precedent on how something is to be handled. In some cases, past arbitration rulings have been memorialized in our contract or Work Rule Interpretations to ensure that precedent is always remembered and followed. If there is a prior ruling on the subject, every grievance that is similar will have to be compared to that ruling to see what applies and what does not apply. Something of importance to note: there is new language in the contract that deals with settlements. What the contract says is, "Decisions made pursuant to Steps 1 and 2 below (the local level), shall not be referable beyond Step 2, except in the station where the grievance originated." (Article 20, Section One, Paragraph L.) The contract also states that decisions made at the station level will also not set any precedent of any kind. What does this mean? It means that there should be a lot more leeway for union reps and station managers to settle

grievances without any worry of it affecting another station or future grievances. The intent of this language is to get as many grievances settled at the local level as possible. I am hopeful that this new language will help get a lot more grievances to be settled locally, so that grievances will not have to wait months to get resolved.

What that language also means is that you will be getting better offers to settle a grievance locally than you will at the district level. Many times I have heard agents say that their rep gave them the offer, but they said, "no," because they wanted to send the grievance up to me to see if I could do better. That is not going to happen. The language of the contract gives the company more ability to offer a better settlement locally than at the district level.

The reason the settlement locally will be better is because once it leaves the station, Step 3 of the grievance process begins. The language "shall not be referable" does not apply. The union could use any settlements that are referable as evidence in the future with any grievance no matter what station they came from. That is why labor will not offer a better settlement at the

district level because it is their job to keep everything as consistent as possible. The company does not, and will not offer anything that goes against a past precedent set by an arbitrator.

A vast majority of our grievances are resolved by this point. If a grievance is not revolved by this point, it will proceed to a hearing. Either a Mediation/Arbitration or a System Board. Depending on the outcome of the System Board, it could end up in an Arbitration hearing. Explaining the process of what happens at a hearing will have to be a subject for a future article, otherwise this already long article will be twice as long. I hope this article and Jason's article help you understand the different ways a grievance is discussed, reviewed, analyzed, and resolved at different steps of the grievance process. Thank you for indulging me with this lengthy article, but I hope it was educational for all of you. Thank you for all of your continued support to me and to this local.

In Solidarity, **Tyler Cluff District VI Representative** 

# Attention To Details

N RECENT MONTHS THERE has been an uptick in discipline for things like failure to maintain a "thumbs up" while an operations agent is removing the jet-bridge from the aircraft, not returning radios/scanners at the end of the shift, and failing to get Comply 365s done in a timely manner.

Unfortunately, these details matter! Agents are finding themselves accumulating discipline letters for these infractions. Stop and make sure you do a periodic mental checklist.

- 1. Ensure the Ops agent is always in eyesight of the thumbs up during the movement of the jet-bridge.
- 2. When finishing your shift make sure to do a sweep of your gate and/or tug for any radio or scanner you may be responsible for. The company has made it clear that they're focusing on the amount of these high value items that are being lost or misplaced.
- 3. PLEASE make time to get your Comply 365 completed before the deadlines. If you're unsure when you have any due, make sure to get with your

local admin. Its disheartening to see so many union members getting an unnecessary letter for something that could possibly only take ten to fifteen minutes. I find it best to not give the company a reason to come talk to me about anything.

FOCUS and DETAILS

In Solidarity,

De Mon Murphy

District IX Representative



## **DISTRICT 9**

BOI GEG HNL ITO KOA LIH OGG PDX SEA SJC

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LAS LAX LGB ONT RNO SFO SNA

JUST CAUSE 555 · N°.TWO

# Margin Of

ISTERS AND BROTHERS: As we head into the winter season, we need to emphasize the need to work safely. Safety includes the proper manpower when handling heavy freight. The company and the union agree that safety is the number one priority for our employees. One of the most critical situations that involve being safety conscious is loading the rear bin of an 800 aircraft. The negotiated language in our CBA covers the need to have the required amount of help to complete the task at hand. Another issue regarding safety is anything that the company refers to as an accident. Any situation that involves a piece of equipment coming in contact with anything else could be an incident that if you do not report, the company will try to discipline you for to the extent of termination.

Each station has a dedicated TWU safety committee. If you were involved in an accident or equipment damage, they need to be contacted when the incident happens so the union can conduct a full and independent investigation which will include taking their own pictures. The safety committee at each station is a valuable tool that all TWU members need to use. Make sure that you know who the safety committee members are so that you can bring safety-related issues to

their attention. The safety committee has monthly safety meetings where they can bring up any issues to management and get them resolved.

I have talked about attendance numerous times in other newsletter articles that I have written over the years. The number one cause of our members getting terminated by far is attendance. Please know your points and know when you will have your next roll-off. For my California cities, make sure you know how many protected hours you have available. I want to go over the reporting requirements if you are sick. You will need to call in 30 minutes before your start time or this will be a no-show and two points. If you're calling in a personal day, that has changed in the new CBA. It is now 30 minutes before your start time and you will receive one point, and no pay. For a reported tardy you will need to call before the start of your shift to report that you will be late, and you will receive 0.5 point. If you call after your shift starts within 30 minutes, it will be an unreported tardy and you have one hour and 30 minutes to report to work, and you will receive one point. Members need to read the reporting requirements in our contract, Article 23.

# Safety

Southwest is issuing discipline for radios and scanners that are not turned in within twenty-four hours of being checked out.

"Each station has a dedicated TWU safety committee. If you were involved in an accident or equipment damage, they need to be contacted when the incident happens..."

These letters do not start from a letter of instruction and are going straight to warning letters. If you're checking out a radio and you have any third-party contractors that are scanning the radios in and out, make sure that they scan your piece of equipment. I don't trust third-party contractors. We need to ensure they are 100% accurate because if they make a mistake, our members will receive unjust discipline. This needs to go through the grievance process.

Fraternally,

James Barrett

District VII representative



COS DEN LIT MCI MSP OAK OMA

JUST CAUSE 555 · N°.TWO

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# Marching

s of the date I am writing this newsletter I have just entered my eighth month as the District 8 representative.

I have met a lot of our union brothers and sisters through visiting every city in District 8 multiple times, union events at stations around the system, the annual retiree party, system boards, and arbitrations. This leads me to one of the biggest issues I have dealt with since taking office, Side Letter 7! District 8 has led the charge on every different scenario that has come out of this new contract language. There have been three major grievances that have been fought over Side Letter 7 and I'd like to share how it directly affects you getting paid.

#### 1st Issue Taken Forward

When an agent works 32 hours of overtime out of the overtime callbook and has met all the qualifications for Side Letter 7 for the month, then that agent gets bypassed for an overtime shift by the company's mistake, the agent should be paid double time rate for all hours that agent was bypassed for. The company disagreed and I moved this issue to a system board and then to arbitration. We are still waiting for the arbitration decision.

#### 2nd Issue Taken Forward

When an agent works 32 hours of overtime, again out of the overtime callbook, and prior to a premium day, and has met all the qualifications for Side Letter 7 for the month. Then the agent is assigned an overtime shift for a premium day out of the overtime callbook and works it. In this case, we hold the position that the agent should be paid triple time for all overtime worked that is assigned to the agent out of the overtime callbook. Again, the company disagreed with the stance that the union took that the agent should be paid triple time. I took this forward to a system board and agreed to an arbitration date for this grievance. Since then, the company and the union came to a settlement that will be henceforth known as the "McNally Clause": If an agent works 32 hours of overtime out of the overtime callbook prior to a premium day and has met all the qualifications for Side Letter 7 for the month, then agents will be paid triple-time for all overtime they work that is assigned to them out of the overtime call book.

## The 3rd Issue Taken Forward

If an agent works 32 hours of overtime out of the overtime callbook and has met all the qualifications for side letter 7

# Forward

for the month; and then the agent works overtime that is assigned out of the overtime callbook but the company codes it as training overtime the agent was only paid the normal overtime rate; then the agent should have been paid the overtime rate at double time. I took forward four grievances to

"There have been three major grievances that have been fought over Side Letter 7 and I'd like to share how it directly affects you getting paid."

system board and held all four on the same day. Again, after the arbitration date was set, the company and union came to a settlement that paid all agents affected by this, the overtime rate at double time for all hours worked that were coded wrong. You can trust I am ready to fight for every union brother and sister.

**WE ARE TWU 555!** 

Fraternally,
Sam Conte
District VIII Representative



LIH Station 555 Picnic



555 Representatives Volunteering at the Kaua'i Independent Food Bank.

L to R: Nick Ashe (HNL Station Rep/Communications Committee), Cordelia Diggins (Working Women's Committee), Foodbank Owner, De Mon Murphy (District 9 Representative), Abilio Villaverde (TWU 555 President)



BWI Station Visit



SAT Station 555 Picnic

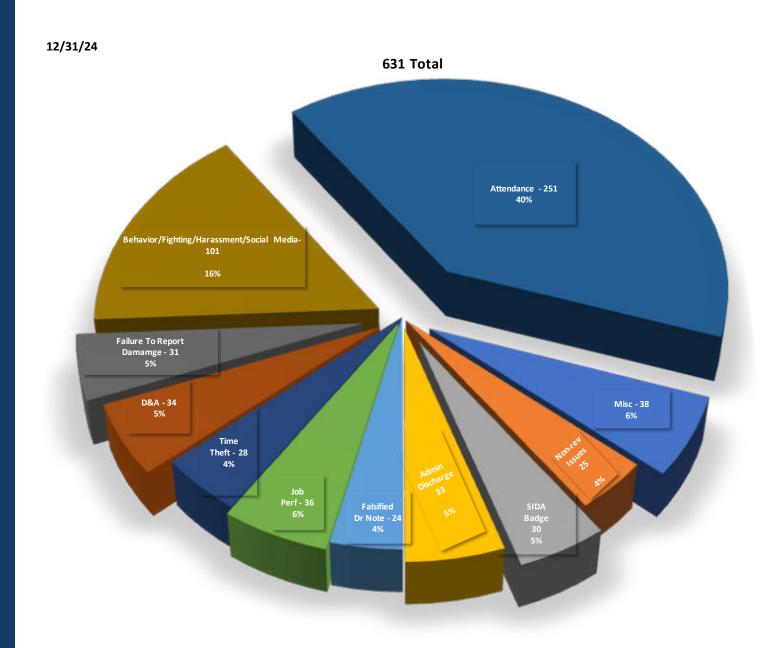
# **2024 TERMINATIONS**

As of 12-31-24.

2024	2024	
	Category	
1	No Punch	0
1	MLOA Issue	1
0	NS on SOE	1
6	Comply 365	2
33	Admin Discharge	2
4	Equip Damage	2
1	A/C Damage	3
3	Falsified Flight Papers	3
3	Insubordination	3
1	Weapon Issues	3
3	Safety	4
6	Sleeping on Job	5
25	NonRev Issues	6
2	Sick Abuse	8
30	SIDA Badge Issues	12
7	Theft	12
24	Falsified Dr Note	16
36	Job Performance	19
28	Time Theft	21
34	Drugs &Alcohol	23
31	Fail To Report Damage	27
101	Fight/Harras/Social Media	73
251	Attendance	200
631	< Totals>	446

# **BY CATEGORY**

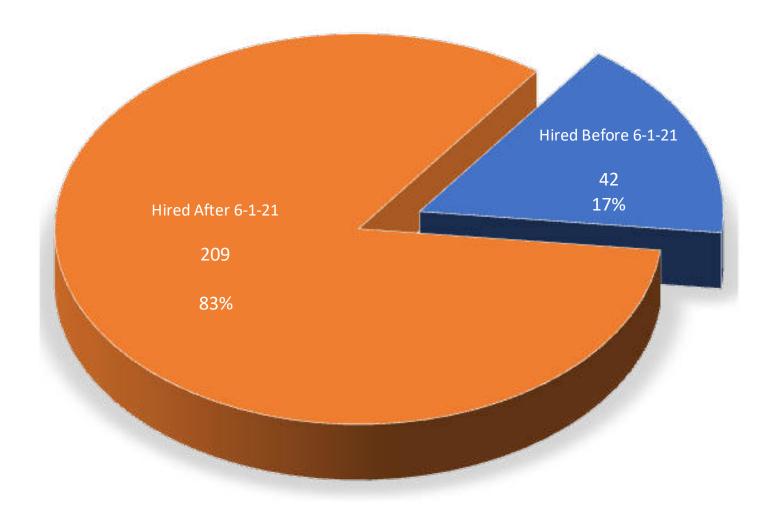
**Prepared by Grievance Specialist Curtis Clevenger** 



## **2024 ATTENDANCE TERMINATION**

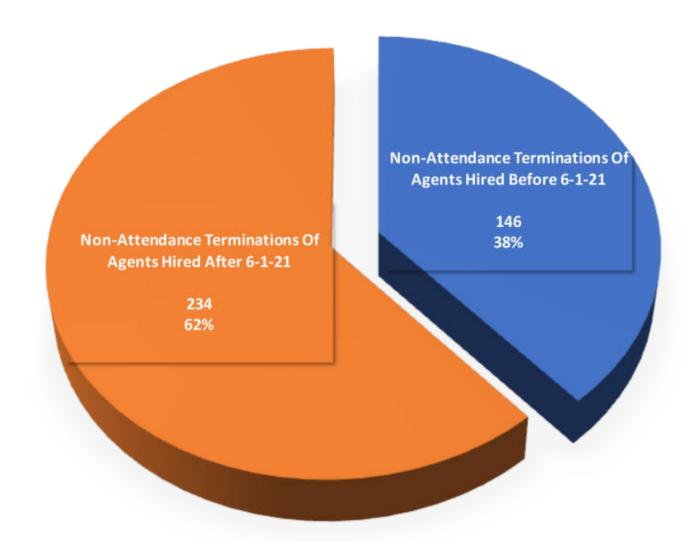
GRIEVANCES GROUPED BY AGENTS WITH LESS THAN 3.5 YEARS AND THOSE WITH MORE THAN 3.5 YEARS.

For context, active agents with less than 3.5 years of service make up 40% of TWU 555 membership.



### **2024 NON - ATTENDANCE TERMINATION**

**GRIEVANCES GROUPED BY AGENTS WITH LESS THAN 3.5 YEARS AND THOSE WITH MORE THAN 3.5 YEARS.** 



# DOCTOR'S NOTES REPORTED HARDY

