

## AMFA/Southwest Airlines Contract Negotiations Update

**Update #8** May 5, 2014

## Participants for AMFA:

Earl Clark – Region I Director
Michael Nelson – Region II Director
Bob Cramer – Airline Representative Local 4
Matt Townsend – Airline Representative Local 11
Shane Flachman– Airline Representative Local 18
Mike Young – Airline Representative Local 32
Danny York - Facility Maintenance DAL

## Participants for Southwest Airlines:

Mike Ryan – V.P., Labor Relations Gerry Anderson - Sr Director, Labor Relations Cindy Nagle - Sr. Director, Labor Relations John Zuzu - Sr. Director, Corporate Facilities Clint Auton - Director, Corporate Facilities Robert Dorsey - Director, Corporate Facilities Tim Hooyman - Sr Manager, Corporate Facilities

The Negotiating Committee is providing this update to the AMFA Membership at Southwest Airlines. This report is the only official authorized written source of negotiating communications by the Committee.

We met on Tuesday, April 29, 2014, in Dallas, TX to begin a scheduled one and a half day Facilities Maintenance Technician (FMT) negotiation session. Several days prior to the meeting, the Company sent our legal counsel, Lucas Middlebrook, a counter offer for Article 22: Arbitration. We knew when we scheduled this session that our attorney had a prior commitment and would not be present for April 29 or 30 so we notified the Company that we will hold off on a reply to Article 22 until our next session. Since Arbitration is the point in the grievance process where our legal representatives become extensively involved, it is prudent that the language be crafted with Lucas present. The Company said they had an Article 11: Vacations counter offer ready to present, and that they were working on Article 9: Seniority and Article 24: General and Miscellaneous offers that they plan to present during this session. The major issue with their Article 11 counter offer is their proposed "Guidelines for Employees" concept of a pro-rated vacation accrual process. We do not represent any group whose vacations are earned on a pro-rated basis and we are firmly committed that the FMT group will not be the first; vacation is accrued based on your years of dedicated service to this Company and if one of our members gets called to active duty or suffers an injury or hardship, they should not be penalized by losing vacation when they return. After working through their Article 11 counter offer we agreed to caucus and the Committee worked on Article 11 and the Company worked to get their Article 24 offer ready to present.

We worked in caucus, broke for lunch, and returned with the Company ready to present their Article 24 initial offer. As Article 24 is a "catch all" article, it covers an assortment of issues. Although their proposal captured the "Guidelines to Employees" language in regards to bereavement, most of their proposal was an alternation of white book language to fit the FMT workgroup's requirements. The one major change the Company made was to omit the language contained in the white book forbidding a "Supervisor/Tech Supervisor and higher ranking officials" from performing the work of a covered employee. Being that the protection of work and separation of duties between members and management, under normal circumstances, is one of the most important concepts for this Association, we have a large issue with this language being purposefully deleted. In continuing, our Committee then presented a counter offer to Article 11 which kept our accrual process, ability to sell back 40 hours, ability to borrow up to 80 hours, a "me-too" clause for a vacation carry-forward policy, and a 6<sup>th</sup> week of vacation. Also, in the theme of good faith bargaining and our commitment in reaching an agreement that is suitable to both sides, we did not include the previously proposed 7<sup>th</sup> week of vacation.

Following Tuesday, it has become apparent that we have reached the point where efficiency will begin to dwindle. We have begun dealing with issues where both sides have strong views as to how these items should be accomplished. To that point, our Committee waited for 45 minutes on day two before we sought out the Company negotiation committee chairman to enquire about the delay. Being that the Company committee was working through some tough issues in caucus and were not ready to proceed, it was agreed that we select future negotiation dates and try again another day. The committees did not meet on Wednesday, April 30, but we did secure two full days on June 25<sup>th</sup> and 26<sup>th</sup> in Dallas, TX.

Keeping in mind that the negotiation process is a long one, and some days are more productive than others, your Committee is faithfully negotiating to reach an agreement that benefits the entire FMT workgroup. We have been presented with some items that we will not accept and we will no doubt be presented with more. If you would like a firsthand account to witness the process, it is AMFA's policy to allow observers in attendance at Section VI Negotiations. Anyone interested in attending any of the sessions should contact their representative to see if your Local has any provisions in place to help make your arrangements.

Sincerely,

Your Negotiating Committee