



AMFA – Southwest Airlines AMT Contract Negotiations

Fact Sheet #4 **November 23, 2016**

AMFA Negotiating Committee:

Earl Clark – Director, Region I

Michael Nelson – Director, Region II

Bob Cramer – Airline Representative, Local 4

Craig Hamlet – Airline Representative, Local 11

Shane Flachman – Airline Representative, Local 18

Mike Young – Airline Representative, Local 32

Lucas Middlebrook – AMFA Counsel

Article 6 – Overtime and Holidays – Paid Rest

Article 6, Section 11.d reads: “An employee whose shift ends after working twenty (20) consecutive hours but not greater than twenty-four (24) consecutive hours (including any shift/day trades) will be given a mandatory rest period of at least eight (8) hours before being allowed to report to work again. In the event that this period extends into a scheduled work shift after at least twenty (20) consecutive hours the Employee will be paid for such time lost at his regular straight time rate.”

The above section is new language negotiated as part of the 2009 Collective Bargaining Agreement (CBA), and is just a portion of Article 6 Section 11. In this section AMFA also provided the Company relief related to its “twenty-four (24) hour rule” whereas a member’s clock would be reset for pay purposes when he went on paid rest, and that ALL paid rest would be paid at straight time. For those of you who were here prior to the 2009 CBA, you know these were huge sacrifices that you accepted to help the Company with their costs associated with “lost time.”

The Company is once again seeking concessions relating to the twenty-four (24) hour duty limit that will negatively impact our members’ ability to earn. This time the Company alleged that there are employees abusing the system and “gaming” themselves into paid rest situations. The primary example was an employee foreseeing being offered an overtime opportunity on a particular shift and quickly finding another employee to give him a Day Trade Working (DTW) to fill in his schedule so that he will reach twenty (20) hours and subsequently go home on paid rest. As with all the Company’s must-haves, its proposal vastly overreaches from the primary stated concern. By proposing to not pay paid rest on a shift/day trade, the Company will disrupt the quality of life for our members who rely on scheduled day trades as part of their forty (40) hour work week.

We thoroughly understand the Company’s concern and proposed a language change that would solve the alleged problem in the vast majority of events. Our proposal stated:

A Shift/Day trade must be submitted at least twenty-four (24) hours prior to the start of the rest period in order to qualify for paid rest.

With this language in place, it would be extremely difficult for the Company’s perceived “abuse of the system” to take place. In addition to working with the Company to address relief to its primary concern, our proposal would not negatively impact our hard-working members subjecting them to a potential loss of pay while continuing to have the benefit of scheduling day trades weeks in advance as part of their regular work week.

Again, the Company has presented your Negotiating Committee with a problem, which it alleges needs to be fixed. However, as with each "must have" item that is still open, your Committee has proposed a solution to the problem. But again, the Company continues to negotiate with a take-it-or-leave-it approach where nothing short of its proposed language is acceptable. Unfortunately, the Company continues to remain unresponsive to your Committee's common sense approach to reach a resolution on these items.

In Solidarity,

Your Negotiating Committee