



# AMFA/Southwest Airlines Contract Negotiations Update

Update # 13    November 5, 2013

Participants for AMFA:

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  
Lucas Middlebrook - AMFA Counsel

Participants for Southwest Airlines:

Mike Ryan - VP, Labor Relations  
Jim Sokol – VP, Maintenance Operations  
Gerry Anderson - Sr. Director, Labor Relations  
Michelle Jordan - Director, Labor Relations  
Mark Lyon – Sr. Manager, Labor Relations  
Sam Moser - Manager, Financial Planning

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

We began the session on October 28, 2013, with a review of where we are to-date in regards to the Aircraft Maintenance Technician (AMT) Negotiations. Articles 1, 3, 12, 17, 26, 27 and 28 have been TA'd. We have “tabled” Articles 8, 9, and 23 for various reasons. After a quick review we attempted to work through the “Temporary Supervisor” language in Article 9. We have been tasked by the membership to restrict this program from the current 75 days per year. There are many members that have issues with this program and we presented those concerns to the Company for a second time. Although we provided examples of the negative impacts to our group, working shorthanded being paramount, the Company is adamant that the program is a “great” benefit to the AMT group in addition to being a program that supports their supervisors by providing them with vacation relief. We offered several options to the existing language, including incorporating a current settlement agreement between AMFA and SWA that states the Company will backfill one-for-one when they pull a member from one bid location to be used as a Temporary Supervisor in another bid location, but the Company said no to all of our proposed options due to concerns related to remaining competitive with the ultra-low cost carriers.

Although the Article 9 “Temporary Supervisor” debate stalled, the Company did agree to another part of our Article 9 proposal that ensured a furloughed member access to current job openings and will be allowed to use his seniority to bid on those openings if he chooses. After the Article 9 discussions we discussed Article 22 and the Company’s provision that any grievance that is not scheduled for arbitration within 24 months will be automatically withdrawn. We explained that there are many reasons why a grievance may be deemed lower priority and it is our responsibility to manage those grievances - deadlines could interfere with those responsibilities. We offered an annual review process where we could identify grievances that could be removed from the process for various reasons, but the Company contended they needed the drop-dead deadline due to the backlog. The Company actually presented this backlog and the Airline Representatives (ALRs) immediately found several grievances shown that were no longer in the arbitration process. With that knowledge, we agreed to “table” Article 22 until the Company had a chance to validate their list of backlogged grievances to see if the problem was indeed large enough to require a language change.

On Tuesday morning we entertained the Company’s request to allow their expert, Dr. French, to give a presentation on fatigue. Since the Company sent invitations to several other AMFA leaders outside the Negotiating Committee, we ensured it was mutually agreed that this time was not to be considered a Section VI Negotiations Session. After lunch, the Company wanted to discuss how this presentation affected us and most of the afternoon was spent debriefing. When the fatigue discussion concluded, we were able to return to the negotiation process and present our proposal to Article 23, which included protection language dealing with replacement workers. We also agreed to “table” Article 21 due to the Company disallowing language which

would provide a member more safeguards through the discipline process beginning at the lowest level of investigations.

On Wednesday we began by proposing a change to Article 19 "Moving Expenses." Our proposal was to amend only Section 6 to change "rate of twenty-four (24) cents" to "current IRS moving rate." The Company agreed and we TA'd Article 19. We then presented a counter to Article 28 "Apprentice Aircraft Mechanic Program." This Article had been worked on and TA'd months ago, but due to recent changes made and a Letter of Understanding produced by a Company leader to the TA'd language, we had to reopen this section and spend time to sort through the issues that have arisen. The Company accepted our proposal and we will wait on their answer to confirm that our changes accurately reflect current practices.

Later Wednesday the Company said they were ready to present several articles that they have been working on. The first was a counter to take our Article 23 proposal back to book and remove the replacement worker protection. They also presented their counter to our Article 21 language, again going back to book and, therefore, removing the protections we inserted for our members in regards to discipline. They also presented an Article 16 "Profit Sharing" proposal which corrected and updated current practice reflecting the 9.3% match. The Company had a proposal for Article 25 "Union Representation," which mainly contained language making the Shop Representatives more subservient to the Company during a grievance investigation. The last Article the Company presented changes to on Wednesday was Article 24 "General and Miscellaneous." Their Article 24 proposal contained a day/shift trade change which would exclude Inspectors from trading outside their classification. They also proposed if an employee did not work 90 hours in a month, they would neither qualify for day/shift trade privileges, nor would they accrue sick or vacation time for that month. Finally, they proposed taking out the language that exempted paid rest from the list where a member would lose his shift/day trade privileges.

At the end of the day, we were able to counter Article 16 by inserting a "me too" clause to the 9.3% match. We also countered on Article 25 to go back to book. We "tabled" Articles 21 and 23. We also notified the Company that we have work to do preparing counter proposals for Articles 11 and 24.

Thank you to the many observers who participated in this session. We invite everyone to exercise their right to observe negotiations per AMFA National Policy. The next session is scheduled for November 18 and 19, 2013. On the afternoon of the 18<sup>th</sup>, the Company is scheduled to present their Comprehensive Disability Program which, if allowed, will alter our current Articles 12, 13, and 20 (maybe more). On Tuesday morning we are scheduled to discuss the Technical Support Mechanic's Article 4 "Classifications," and we will also work on some of the open articles described above.

Sincerely,

Your Negotiating Committee