

LAP #1

Contract



**Fast
Facts**

Covering the collective bargaining
agreement between TWU 555 & SWA
July 1, 2008 - June 30, 2011

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COVERED WORK

As a general rule, supervisors are not to perform covered work by themselves. This is our work, and the company agreed that sups should only assist us with our duties.

Of course, there are exceptions, but those exceptions have to do with covering bathroom breaks and other *small* diversions. Supervisors can not cover lunches, agent shortages, gate overflows or perform covered duties during other long, drawn out substitutions. Per an arbitrator's binding written judgement...

RAMP SUPS CAN

wing walk

work bin w/ an agent

work bottom of beltloader w/ an agent

RAMP SUPS CANNOT

pushback A/C

marshall A/C

dump lavs

*work the bin alone

*work the bottom of beltloader alone

**It is permissible if an agent steps away and lets the sup work by him/herself, but only for a "short portion" of the load.*

Every other normal operational duty has already been agreed to as an agent duty. Sups running offloads, transfers, ops coordinating, tpoint, tendering freight, etc. without an agent next to him/her is creating an overtime bypass, even if there are no volunteers in the OT book. See the April 2010 Work Rule Interps or talk to your station rep for more details.

If you see a supervisor violating the contract, file a grievance! By allowing Article 2 violations to go uncontested, you undermine your own job security and eliminate opportunities for new agents to be hired and/or transferred in, not to mention the potential overtime of which we are robbed.



HOURS OF SERVICE

Lunch Break

An unpaid (but completely uninterrupted) 30-minute meal period must be scheduled during your 3rd, 4th or 5th hour. This means that the lunch must be *complete* before the end of the 5th hour.

obvious, but worth noting...

The minute you start your shift is considered your 1st hour.

But, what if...

What if I don't get a lunch during those hours?

You get 0.5 OT (make sure a sup initials it in the exception log)

What if I don't get a lunch at all?

0.5 OT in addition to 2 hours of straight time (sups initials required)

Shift Bidding

- Must bid at least 6 times per year.
- Each bid must last a minimum of 28 days.
- Regular shift assignments need to be posted at each location at least 72 hours in advance.



1:00 A.M.– 5:00 A.M. If your shift is established with a start time at or after 0100 but *before* 0500, you'll be paid time and a half for the portion that falls between such hours.

Jury Duty

You will receive your regular pay for each day you serve. Tell your sup as soon as you receive your jury summons and provide him or her with written proof of the time spent on jury duty, including actual dates and hours of service.



☞ You're not *required* to work past 2200 the night before jury duty, but you'll still be paid for the balance of your scheduled shift.

☞ 10 hours rest is allowed before reporting back to work *provided* your jury duty lasts at least 4 hours the night before.

But,
what if...

WORK SCHEDULE ADJUSTMENTS When jury duty extends 2 weeks or more you will be given the option to have your work schedule adjusted during the 2nd and following weeks so that you receive your 2 days off;

however, if you take this option you will not be eligible for OT on the adjusted days off.

SHIFT TRADES

You must submit trades to the appropriate station management *at least 12 hrs in advance* of the first intended trade. Management is required to approve the trade, provided the employees involved are capable, current and qualified for the job functions traded.

LIMITATIONS

- Requests submitted less than 12 hrs prior are subject to management approval.
- No trade can involve more than 4 agents.

PROTECTION

In cases where one of the agents involved in a shift trade goes out on OJI, medical leave, transfers out, etc. and is not able to fulfill his/her part of the trade...as long as any one part of a shift trade form has already been worked, management must honor that entire shift trade form.



BUDDY BID

For those who like to buddy bid, pay attention!

You can decrease your risk of having your shift trades cancelled simply by spreading the dates of your trades as far out as possible on each shift trade form. For example, you can put all the Monday trades on one form, all your Tuesday trades on another form, and so on...

Shift Trades With Supervisors

When, at management's discretion and approval, an agent may give away his or her shift to a sup, the following will apply:

- ① The agent should, when time permits, make the shift available to other TWU 555 members first.
- ② Supervisors that enter into a shift trade will be required to work the covered agent's *entire shift*. No LWOP.
- ③ When a sup is working for an agent, he or she will be the *first to be involuntarily extended* on that shift, if the need arises.

RELIEF AGENTS

COVERAGE A relief agent may cover any absence, but no open lines (i.e. lines created due to an agent transferring out or being terminated).

BASE SHIFT A base shift can not include Saturdays or Sundays as scheduled days off.

Base shifts will be established as A.M or P.M. and will not be used to cover absences outside that designation.

NOTIFICATION/CHANGES Relief agents can have their base hours changed with at least 12 hrs notice prior to the start of the new shift assignment.

If you're an A.M. relief agent, you only cover A.M. absences. Likewise, P.M. for P.M. absences.

- BUT**
1. You cannot be required to report to a shift without 10 hrs rest.
 2. You can only have your shift changed once for each day.

PREMIUM \$175 per month in addition to inconvenience shift premium (\$80.00) for P.M. relief.

DAYS OFF You are entitled to 4 days off for each two-week period. If an odd number of weeks are in the bid period you will be entitled to 2 days off for the odd week.

DAY OFF STATUS Relief agents will be considered on first day off (A)

status on their first scheduled day of rest and second day off (C) status on all subsequent days of rest (when more than 2 continuous days off are scheduled).

Relief Days Off: Example 1	
Monday	Scheduled work
Tuesday	Scheduled off (A status)
Wednesday	Scheduled off (C status)
Thursday	Scheduled off (C status)
Friday	Scheduled work

Relief Days Off: Example 2	
Monday	Scheduled off (A status)
Tuesday	Scheduled work
Wednesday	Scheduled off (C status)
Thursday	Scheduled work
Friday	Scheduled off (C status)

OVERTIME

1.5x

1. First 4 hrs worked in addition to your regular shift.
2. First 8 hrs worked on a regularly scheduled day off

1. All hrs in excess of 8 hours worked on one of your regularly scheduled days off.
2. For all time worked on your second regularly scheduled day off, but only if you worked a minimum of 4 hrs OT on your first day off.
3. All time worked in excess of 12 hrs. on a regular workday, as long as you have already worked at least 4 hrs. of time and one half.
4. All mandatory overtime.

2x

Continuous With OT

In the “continuous with “ column of the OT call book, write “B” if you want extended before your scheduled shift, “A” for after your scheduled shift or “X” if you don’t have a preference.

Southwest Airlines Ramp, Operations, Air Freight and Provisioning Standard Overtime Call Book												
DATE: _____						BOOK CLOSED BY: _____						
DAY: _____						WITNESSED BY: _____						
NAME	SKED. HOURS	CLASS SR. DATE	O.T. STATUS	Indicate Preference					CONT/ WITH B, A, X	PHONE CONTACT	EMP. SIGNATURE	O.T ASSIC
				1=1st; 2=2nd; 3=3rd; 4=4th; 5=5th		*A/F		* CHRTR				
				AM	PM	AM	PM					

If you get extended on both ends of your shift, the total must add up to less than 4 hours.

Voluntary shift extensions should be assigned to the most senior agent whose shift ends at the time the overtime is needed.

Your supervisor is obligated to provide an end time when assigning overtime. If a sup says something like, "Hey, I'm gonna need you to stay a little longer after your shift.", ask that sup *how long* you need to stay. See Article 7 Interps, question #51 for clarification.

Rest Period

For continuous service after your regular working hours, you can not be required to work more than 2 hrs without a paid 15 min break or required to work more than 4 hrs without a *paid* 30 min meal period.

If you do not receive your required rest period write it up in the OT Exception Log. (Make sure it is initialed by a supervisor.)

Calling in Sick on OT

The same call in procedures apply as a regular shift (30 minutes prior).

Voluntary

You will be given 1 point and be paid 8 hours sick pay (straight time), provided you have the time in your sick bank.

Mandatory

No Point. No Pay.

Assigning OT

OT call book must be closed at noon. Sups need to make every effort to assign all known overtime within 2 hours of the book being closed.

MANDATORY OVERTIME

- Mandatory overtime assignments are made in reverse order of seniority.
- You can only be required to work one of regularly scheduled days off, unless your station is in an emergency situation. In that event, if you are mandatoried both your days off you will be paid the applicable MOT rate plus an additional one-half (1/2) time for all hours worked on the 2nd day.

☑ You can not be required to work more than 12 days in a row, *regardless* of which types of shifts you worked during those 12 days (e.g. voluntary OT, mandatory OT, shift pick up, partial shift pickup, training, etc.).

☑ You can not be required to work more than 3 consecutive double shifts.

Stair Stepping

Definition - When, during a mandatory overtime assignment, a senior agent has the right to go home because a more junior agent has become available to work the rest of the mandatory assignment.

In order for a senior agent to be eligible to “stair step” in the middle of a mandatory overtime assignment, several factors must apply first:

1. This provision applies to mandatory overtime only.
2. The total mandatory assignment must be at least two hours.
3. With one exception (see below) this rule only applies to extensions, or continuous with overtime. This rule does not apply to a mandatory shift given to an agent on A status.
4. Stair stepping can only be done once per assignment.

EXCEPTION...

If a sup is unable to fill a mandatory overtime assignment of more than 4 hours with someone on A status, the sup can split the mandatory shift. In this case a senior agent, who is on B status and finds himself working a second, mandatory shift, is able to go home once a more junior agent, who is also on B status, becomes available. The senior agent must make his intention known as soon as he is given the mandatory assignment.

10-hour Rest Rule

If due to a mandatory overtime assignment of 4 hours or more, you have less than 10 hrs before your next regularly scheduled shift, you may elect one of the following:

DON'T BE FOOLED!

If a sup asks you whether or not you're going to exercise your 10 hour rest prior to giving you the mandatory overtime assignment, he's playing games and trying to circumvent the contract. You are under no obligation to let the sup know which 10 hour option you're going to exercise before you receive the OT assignment.

EITHER . . .

Receive a full 10 hours rest and be paid at your regular straight time rate for time lost from your regular work shift because of that rest

OR . . .

Waive the 10 hour rest

requirement and be paid at the double time rate for all hours worked during

your regular shift that fell within the 10 hours period after the end of your mandatory OT.

It is desirable to give your supervisor at least 2 hours notice prior to your regular shift as to which of the two options you're going to take.



Remember, to qualify for the 10 hr rest rule, the overtime:

1. has to be mandatory
2. must be at least 4 hours
3. had to infringe on the 10 hours prior to a regularly scheduled shift (i.e. one that you bid)

TRAINING

The company should make every reasonable effort to schedule you during your regular shift for training, badging or traveling.

Any time over and above your regular shift will be considered OT and will be paid at the applicable overtime rate. If you are required to come in for training outside your regular shift, you will be paid double time.

EXPENSES When you are away from your base station on company business you will be paid up to \$35 per day for reasonable expenses.

TRANSFERRING

NEW STATION/NEW DEPARTMENT Travel days will be paid at your regular rate of pay for 8 hrs a day. For the purpose of determining the amount of travel days needed, you will be given 1 day for each 500 miles, or portion thereof, using the most direct AAA highway mileage between the two cities.

LATERAL TRANSFERS TO EXISTING STATIONS Travel days will be determined the same way, for purposes of time off, but you will not be paid for it.

OTHER VACANCIES Employees from *within* our contract will be given preferential consideration over applicants from *outside* of our contract. Any selection which includes applicants from outside our contract is subject to review through grievance.

LEAVES OF ABSENCE

Categories of Approved Leave

The company reserves the right to require employees on medical leave to take an examination by a doctor of its choosing, and at its own expense.

Type of Leave	Personal Leave	Medical Leave	Military Leave	OJI
Max time off	90 days	36 months	Governed by fed laws	36 months
Salary continues through	Discontinued upon first day of leave	Determined by sick bank, vacation, and supplemental insurance plans	Discontinued upon first day of leave	12 weeks; thereafter determined by individual state workers comp laws
Max time before seniority accrual freezes	30 days	180 days	Indefinite	36 months
Time at which insurance coverage stops	N/A	120 days from last paid day. COBRA thereafter.	Governed by federal law	Governed by state law

ARTICLE 12

You can not work another job while on a leave of absence or restricted duty without prior written permission from the company.

Return from Leave



--A written release from a medical physician is required.

--You can exercise your seniority rights and return to the job (but not necessarily the job duty) you held when you left, unless another agent with more seniority holds the job as a result of exercising displacement rights or the job no longer exists.

--If you return from a leave in the middle of an open shift bid and there are not enough lines on the bid (most likely because your release came after the bid opened) you will still get what your seniority can hold.

RESTRICTED (LIGHT) DUTY

You will be granted 1 to 8 weeks of continuous restricted duty (*contiguous* with a leave) due to an illness, non-occupational injury, or pregnancy with written notice from a qualified doctor.

ASSIGNMENTS Your restricted duty may *not* include the following:

- ⊘ Duties covered by another collective bargaining agreement (another union's contract)
- ⊘ Work covered in our own agreement outside of your job title (a ramp agent cannot perform provo or ops duties.)

VOLUNTARY Restrictive duty is on a voluntary basis only.

STATUS While on restrictive duty you are considered active. You will continue to bid your work schedules, freedays and vacations.

OVERTIME You will not be eligible for voluntary or mandatory overtime with the exception of a mandatory shift extension of no more than 30 min.

SHIFT TRADES You will be ineligible for shift pickups or shift trades, but you will be eligible for shift giveaways or LWOP.

REDUCED HOURS DURING LIGHT DUTY

- ✘ Only for illness or pregnancy (not after OJI leave) with written notice from your doctor.
- ✘ You must be able to work a minimum of half of your shift.
- ✘ It must be during your regularly scheduled shift.
- ✘ You may opt to receive sick pay or LWOP hrs for scheduled hrs.

CAUTION

Appointments for routine dental care, eye examinations, periodic physical examinations, etc. are excluded from sick pay. Do not call in sick for these reasons, or any others that don't involve your own illness! (Some state laws do allow exceptions, but check ahead of time.)

SICK PAY

ACCUMULATION Sick pay is accrued at the rate of 8 hrs for full time agents (6 hrs for part time agents) for each calendar month worked. You can accrue a maximum of 2,400 hrs.

COMPENSATION 8 hrs max per

day. You must have a min of 96 hrs in your sick bank to be paid on your 1st sick day. In order to be paid for more than 3 consecutive days you must bring in a doctor's note on your first day back to work.

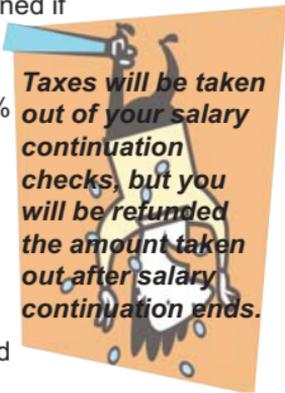
OJI PAY

Salary Continuation

The company will make up the difference between the amount paid by worker's comp and the amount you would have earned if you had worked a regular shift.

Salary continuation will last for 12 calendar weeks from the date you went out. After that you go to 60% of your pay, in most states, tax free. (Specific percentages vary by state.)

NEUTRAL/PHYSICAL EXAM In case of a conflict between the company doctor and your personal doctor, you have the right to an examination by a doctor agreed upon by the union and the company. The cost of the exam will be split equally by you and the company.



Taxes will be taken out of your salary continuation checks, but you will be refunded the amount taken out after salary continuation ends.

MAX OJI BENEFITS After 36 consecutive months you will be terminated.

AFTER CARE/THERAPY Once you return to work you will be allowed a max of 3 hrs, *on the clock*, for any doctor recommended after care appointments/therapy related to your OJI. (You must notify your sup at least 24 hours before your appointment and provide documentation of your appointment upon your return to work).

VACATION

Accrual of Vacation Time

Vacation can only be used during the calendar year *following* the year in which you accrued the vacation. For those who have been employed less than a full calendar, your accrued vacation time is calculated based on the number of months worked. (See diagram on page 15.)

For the calendar year following your 1st anniversary, you get 2 weeks of vacation. Thereafter, the vacation time formula works as follows:

For the calendar
year following
your...

5th
10th
18th

anniversary, you
receive...

3
4
5

weeks of paid
vacation

When bidding for block weeks of vacation, you select 5 day chunks, dated Mon-Fri. Obviously, these block weeks have to be adjusted according to your scheduled days off when it comes time to take your vacation. Block weeks will be adjusted forward or backward, depending on which days off you have...

Actual Days Off	Vacation Days Adjusted
Sat/Sun	no adjustment needed
Sun/Mon	forward
Mon/Tues	forward
Tues/Wed	forward
Wed/Thurs	backward
Thurs/Fri	backward
Fri/Sat	backward

Vacation Bidding

DECLARATION ROUND

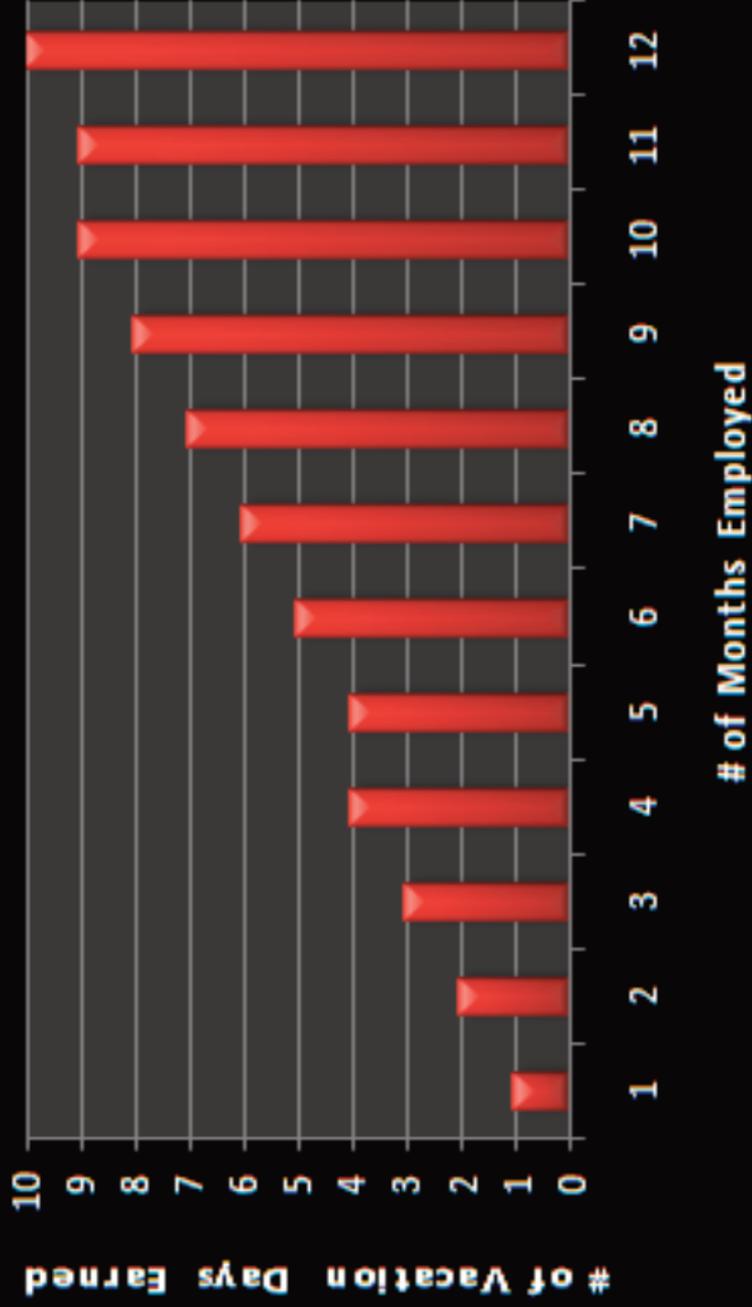
Even prior to the first round of vacation bids, the company will hold a “declaration round.” The purpose of this round is for everybody to declare how many (1) DATs and how many (2) blocks weeks they plan on using for the coming year so the company can figure out how many blocks and how many DAT days they must allow open for each work day of the following calendar year.



If you don't bid during the declaration round you will automatically be given all block weeks.

- This round must begin no later than Oct 15 and open for at least 10 days.
- The bidding process must be completed no later than December 15.
- If you transfer into a new location you can exercise your seniority to bid whatever blocks that are still open.

Vacation Accrual for New Employees



DAY-AT-A-TIME (DAT) VACATION

DATs for each month are bid prior to the month they take effect. After the DAT bid closes for the following month, you can request a DAT day by filling out a “DAT Request Form”

a) **THEY MUST AWARD IT**–Provided the daily allotted amount of DAT days is not exceeded for the day requested, and it is at least 24 hrs before the start of the shift requested off.

b) **MANAGEMENT DISCRETION**–If the daily allotted amount of DAT days is exceeded for the day requested or if you submitted the DAT request less than 24 hrs prior to the start of the shift requested.

Note: If you quit the company you will be paid for all unused accrued vacation, provided you gave the company at least 2 weeks notice of your resignation.

VACATION CANS AND CAN'Ts



⇒ Changing vacation time (block or DAT) once it is awarded can only be done by mutual agreement between you and the company.

⇒ Advance payment of vacation pay can be made provided you make application to your manager at least 2 weeks before the start of your vacation.

⇒ Pay for unused vacation will be paid on the last pay period of the year.

⇒ Advance payment for unused DAT days (max of 5 per year) is permitted, provided you give at least 2 weeks written notice prior to the closing of the next pay period.

⇒ You can not be mandatoried on your scheduled days off immediately prior to, during or immediately after your vacation.

Check the rules and interpretations for numerous examples, which can be found at www.twu555.org.

ATTENDANCE

Definitions

NO SHOW—You don't report your absence before your shift and/or you show up later than 30 min after the start of your shift, if at all. Not paid.

PERSONAL DAY—You need the day off for whatever reason. Not paid. (You are allowed to fly on a personal day.)

REPORTED ILLNESS—You are sick or injured (off the job) and cannot come into work.

Chargeable—You call in sick and have no doctor's note. Paid.

Non-Chargeable—You bring in a doctors note on your first day back. Paid.

Relapse—No charge to your attendance record in the event you suffer a relapse of the same medical condition for which you used a doctors note, provided:

1. The relapse occurs no later than 3 days following your return to work; and
2. Your absence is verified by the same doctor or medical facility who treated you for your original illness/absence. The note must state that you suffered a relapse from the first illness. This relapse note will not count as another doctor's note.



EXCEPTIONS REGARDING SICK CALLS

- Reported illness on mandatory overtime. No point/No pay.
- Non-Chargeable Occurrence (NCO)...If you become ill at work and go home after at least 4 hrs of your shift. Can only be used once every 6 months. No point/Paid.

REPORTED TARDY—If you call in *before* the start of your shift. You must report to work less than 2 hrs after the start of your shift. No pay until you start working.

UNREPORTED TARDY—You report to work within ½ hr after the start of your shift without calling in, or if you call in within ½ hr after the start of your shift and report to work within 1½ hrs past your start time.No pay until you start working.

Call-In Procedures

SICK CALL—Must call in at least 30 min before start of shift. Remember, don't call in sick unless you are sick. If you do and you get caught, it could mean your job!

PERSONAL DAY—Must call in at least 1 hr before start of shift.

Note: If you miss this 1 hr window and it's before your start time you can call in a reported tardy, then call back within 2 hrs of your scheduled start time to report a personal day. You will be charged 1 pt for the personal day but (in this case) will not be charged for the tardy. As with any occasion that you use a personal day, you will not be paid.



REPORTED TARDY—Must be before the start of your of your shift, and you must report to work within 2 hrs after the start of your shift.

UNREPORTED TARDY—You must call within ½ hour after the start of your shift, and you must report to work within 1½ hours after the start of your shift.

Using a Doctor's Note

You are allowed 4 doctor's notes for each calendar year. (You can only use 1 doctor's note from Nov 1-Jan 3.)

The doctor's note must include the following 4 items:

- ❶ Inclusive date(s) of illness/injury--unless verified in writing by the doctor's office that you contacted them and they were initially unable to treat you due to scheduling.
- ❷ Date(s) of treatment.
- ❸ Date you can return to full duty
- ❹ Doctor's signature

TYPE OF OCCURENCE	POINTS CHARGED
No Show	2
3 <i>Consecutive</i> No Shows	Termination
Reported Personal Absence	1
Sick Call (with doctor's note)	0
Sick Call (w/o doctor's note)	1
Sick Call on 3rd consecutive day	1/2 (1 ^{1/2} max for continuous illness)
Reported Tardy	1/2
Unreported Tardy	1

Point Accumulation

TOTAL POINTS ACCUMULATED ON ATTENDANCE RECORD	REQUIRED ACTION TAKEN BY COMPANY
< 1 point	No Action Taken
1-2 points	Letter of Instruction
3-4.5 points	Letter of Warning
5-6.5 points	Final Warning Letter
7 points or more	Termination

Note: You can incur no more than 3 points in any one day.



RECORD IMPROVEMENT

For every 3 months without a chargeable occurrence, 2 points will be taken off your attendance record until you reach a total of -5. At the end of February if you have ½-3 points, your point total will automatically be reduced to 0.

Earned Award Days

PAID If you are at -4 or less at the end of Feb and had called in sick and/or no showed *less than 3 times during the past 12 months*, you will receive 2 days off with pay.

UNPAID If you are at -4 or less at the end of Feb and had called in sick and/or no showed *less than 6 times during the past 12 months*, you will receive 2 days off without pay.

- 1.They will be awarded on a “first come, first served” basis, with at least a 24 hrs notice.
- 2.A min of 1 and a max of 5% of shifts will be available for EAD use.
- 3.You cannot use earned award days during the week of Thanksgiving (M-F) or Dec 16 through Jan 3.
- 4.Any EADs not used by the end of the following Feb will be paid out.

WAGES

PAY PERIOD vs. PAY DAY



For the pay period running the 1st-15th of the month, you are generally paid on the 20th of that same month.

For the pay period running the 16th-last day of the month, you are generally paid on the 5th of the following month.

For exceptions, see Article 28.A of your contract.

PAY SHORTAGE When you have a shortage equal to ½ a day’s pay or more, you must be reimbursed by the company within 3 working days.

But, what if...

If the company fails to meet this deadline, agents have historically been paid 3 extra hours of straight time pay for each day after the 3-working-day deadline. Talk to your station rep immediately if the company has failed to compensate you in a timely manner. (Remember, this is for shortages equal to a half day’s pay or more. Anything less and the company has until the next paycheck to make it right.)

SHIFT PREMIUMS Basically, there are 2 types of shift premiums. The “Night Shift Premium” is \$80 added to your paycheck for each month you work at least 4 shifts which begin *after* 12:00 noon and *before* 5:00 A.M. the other type of shift premium is the...

MULTIPLE START TIMES (a.k.a. "Shift Differential")

When you have more than one scheduled start time each week, you will be paid an extra premium each month as follows:

You will receive an extra...	\$20	on your 20 th paycheck, if you have...	2	start times each week that vary by more than 29 min.
	\$45		3	
	\$75		4	
	\$100		5	

ANNIVERSARY RAISES All anniversary raises will take place as follows:

- If your anniversary falls between the 9th-23rd your raise will become effective beginning on the 16th.
- If your anniversary falls between the 24th-8th your raise will become effective on the 1st of the next month.

DISCIPLINE PROCEDURES

The company is only obligated to hold a fact finding if the end result might be loss of pay or termination. Otherwise, management reserves to right to administer any other type of discipline without a fact finding meeting. If you are called for a fact-finding, you have the right to union representation.

FACT FINDING—No Suspension

- You must receive a notice within 10 calendar days of incident. Management must give a copy to your union rep.
- Fact finding must be held within 5 calendar days of notice.
- The results, if any, must be given within 5 working days, including a copy to your union rep.

FACT FINDING—With Suspension

- Employee gets suspended
- Management must provide letter to



employee and union rep, as to reason for suspension, within 2 working days.

- Fact finding must occur within 3 working days of letter.
- Results of fact finding are due within 5 working days, including a copy to your union rep.

DISCIPLINE—No fact finding

- The company has 5 working days from the incident to issue a discipline letter.

- The type of the discipline, ranging from a letter of instruction to termination, should be based on (1) how many times you have already been disciplined for the same kind of incident and/or (2) the severity of your infraction. If the “punishment doesn’t fit the crime” or the accusation is a complete lie, talk to your union rep immediately.

The verbal discussion log is not considered to be a disciplinary procedure. That is, unless the d-log entry says something like, “...can lead to further discipline.” In that case, the d-log would be considered a disciplinary measure and is subject to the grievance process.

All discipline letters must be pulled from the employee’s file after 12 months.

FILING A GRIEVANCE

Note: There is often a huge difference between management violating your contractual rights and management doing something that you consider underhanded, sneaky, or less than par. For disputes that don’t involve contractual language, there are sometimes more constructive ways of addressing such issues. These include face-to-face meetings and online irregularity reporting (swalife.com > Ground Ops > Reporting Tools > Ground Ops Irregularity Reporting > Launch Irregularity Reporting). If you aren’t sure whether your situation is contractual or not, talk with your union rep right away. Either way, the decision whether or not to file a grievance rests solely with you!

Steps of the Grievance Process

STEP 1

File a grievance with department or assistant manager. You have 10 calendar days to do this.

Manager has 5 working days to respond with a remedy.

If union rep doesn't agree with proposed remedy...

STEP 2

Union rep has 5 working days to appeal the grievance to the station manager.

Station manager has 5 working days to respond with a remedy.

If union rep doesn't agree with proposed remedy...

STEP 3

Union rep immediately sends the grievance to your district rep, who has 10 working days (from station manager's response) to appeal the grievance to employee resources.

Employee resources has 10 working days to respond.

If the district rep is not satisfied with the response...

STEP 4

District rep has 10 working days to notify the company of his/her intent to present the grievance to a system board of adjustment.

System board is held within 15 working days of notification.

Board's decision is final and binding; however, if the board deadlocks...

STEP 5

Members of TWU 555 Local Executive Board vote whether to withdraw grievance or take it to arbitration.

Time frames for arbitration hearing are agreed on by union, company, and arbitrator. Arbitrator's decision is final and binding.



Note: As soon as you sign your name to the grievance form, you are giving the union authority to settle the dispute for you. Supervisors, managers, etc. need not attempt to negotiate a settlement with the grievant at this point, as it is out of your hands.

FAST FACTS UPDATES?

Due to continual updates in contract interpretations, new arbitration decisions, precedent setting grievance settlements, etc., information contained in Contract Fast Facts may be modified in the future.

Our goal is to offer several new versions of this publication over the life of our contract (referred to as “Lap #...”) to keep you abreast of these changes. Please check our website at twu555.org to ensure you have the latest version of Fast Facts.

DISCLAIMER

Contract Fast Facts is a supplementary guide only. It is neither intended to replace original contract language nor to substitute reading the contract. TWU 555 does not take responsibility for reader misunderstandings of the material contained herein and encourages members to use the reading of this booklet as a starting point, only, to better understand our collective bargaining agreement.

Fast Facts was created by the TWU 555 Education Committee—Greg Puriski, Ralph Darnell, John Ardes, Albert Barbosa and Ryan Notton—for the exclusive use of its members and, therefore, may not be reproduced, used, or cited in any other context.

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Employee # _____

Station _____

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