



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
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TO: Anthony Gregory

FROM: Charles Cerf

TWU wants to unequivocally express that the way the Company is handling the ABQ and SEA Provisioning Closure is improper and does not adhere to the negotiated language of the CBA. The Company has full right to manage and direct the work force, "...subject to the provisions of this agreement..." It is the Company's right to make business decisions, which includes the decision to close the Provisioning stations in ABQ/SEA. However, SWA, in making these decisions, must follow the negotiated language of the CBA, no matter what the Company wants to call this action. This is a situation that is clearly covered by Article 15 of the CBA. Several Union members, and Southwest employees will have their lives severely impacted by this decision, and the Union will not stand idly by and let their collective rights be abused.

Historically, the parties have met well in advance to discuss all details concerning the closures. The Union received notice of these closures at 4:00 PM the day before the membership was told. SWA did not divulge any details, or most importantly, SWA kept the Union in the dark. SWA provided no information as to the Company's new interpretation of the CBA.

The Company is telling ABQ and SEA employees that even though they have classification seniority over many ramp agents, they will not be able to exercise their classification seniority and must bid for an open location somewhere else in the system. This is not what the Union negotiated for our members.

What is also interesting is that the Company, in giving options to the affected Provisioning employees is taking the options right out of Article 15, however, for reasons unknown, SWA is not applying the entire language of Article 15, nor the entire text of the CBA.

No matter what the Company wants to call the decision to close ABQ/SEA Provisioning, this is nothing more than a Reduction in Force in ABQ/SEA, and the entire text of Article 15 must be applied, in addition to other sections of the CBA as they relate to Article 15. With that in mind, the Union would like to meet with the Company at once to discuss this matter and come to an amicable solution, that keeps in tact the negotiated language of the CBA. The Union has a strong interest in preserving the seniority rights of our members, and the negotiated language of the contract clearly states that our members have "classification seniority."

The urgency of this matter cannot be understated, as the notice to the proper employees must be given sooner than later. The alternative if this cannot be swiftly resolved, will be a lengthy grievance process, in which a final answer will take months. If the grievance process goes to completion, an answer will be long after employees have already uprooted their families and lives. This would create far more damages that the Union would certainly ask for in a remedy if this process ran the full course.

TWU stands ready to recognize the interests of SWA, but not at the expense of the collective rights of the members of our Union.