



# 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  
ESTABLISHED IN 1996 • 2608 INWOOD RD. SUITE 150. DALLAS. TX 75235 • 1.800.595.7672

**November 12, 2018**

**TO: All TWU Local 555 Members**

**FROM: Local Executive Board**

**SUBJECT: Covered Work Grievances**

The purpose of this memo is to dispel some rumors that are being spread by local management at the stations regarding covered work grievances. Managers are stating that the Union has agreed to their bulletin. That statement is false! Just because Labor Relations mandates a response to their bulletin, to their management subordinates, does not make it in compliance with the CBA.

On 8/20/18 the Company issued a bulletin outlining their interpretation of some arbitral decisions. Labor Relations tried to classify these as "a change in work rules." To protect the Union's interests a group grievance was filed. After further review it was the determination of the Local Executive Board that this was not a work rule so therefore it could not be a change in them. The decision was made to fight the grievances on an individual basis instead. Why let the facts get in the way of a good story; the grievance was withdrawn with the following verbiage;

***"The Union will use the "good portion" or "de-minimis" language that have been utilized already in decisions by arbitrators and seek clarification from an arbitrator/neutral and not from SWA. The grievance is withdrawn without prejudice and does not signify a capitulation of the Company's usage or application of the 8/20/18 memo."***

The Union drives the grievance and not SWA! The decision will be made by an arbitrator and not by Labor Relations. We are looking for the right cases to take forward, to put this issue to bed. Management is under the delusion that they may load up to 1/2 of the entire flight without it being a violation. It is the Union's position that Article 2 (B) is clear:

***Supervisors are not covered by this Agreement but may continue to perform covered work while on duty, with the understanding that the intent is for a supervisor to assist, direct, train, evaluate agent performance and support the operation by managing and directing the workforce. (Emphasis Added)***

It is the Union's position that Supervisors aren't assisting an agent if they are working alone at the end of the belt or in the bin for the entirety of the download or upload. The language is very clear they are to assist and not replace an agent. Be vigilant and protect your work. Do not be mis-lead by false statements and interpretations made by local management. The Union has not agreed to or waived any grievance rights. FILE THE GRIEVANCE!!!