

Reporting Point

The official newsletter of the Southwest Airlines Pilots' Association

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IN THIS Issue

Contract Administration Committee covers contract generalities

Contract Administration Committee explains labor contracts and their application and enforcement. To learn more about the "intent of the parties," see **Page 2**.

Governmental Affairs Committee explains recent progress on Capitol Hill

Governmental Affairs Committee explains the Markey-Shays Cargo Screening Amendment, Homeland Security Authorization Act, and also discusses the CAPA BOD meeting. See **Page 5**.

SWAPA Safety Committee discusses techniques for summer operations

SWAPA Safety Committee alerts you about the types of events that come across their desk and gives you a few tools to effectively deal with the "perils of the season." See **Page 6**.

- calendar**
- **June 15** - New Hire Beer and Pizza night at SWAPA
 - **June 15** - The deadline to submit articles for the July 1 *Reporting Point* is at noon
 - **June 20** - New Hire Beer and Pizza night at SWAPA
 - **June 30** - Referendum closes at noon CT
 - **June 30** - The deadline to submit articles for the July 15 *Reporting Point* is at noon

Wright is Wrong!
setlovesfree.com

Inspirational Quote

To invent an airplane is nothing. To build one is something. To fly is everything.
—Otto Lilienthal

Did YOU vote?
www.swapa.org

SWAPA pilots, Kelleher and others "blitz" Capitol Hill for Age 60 change

Pilots from all over the nation descended on Washington, May 23-26, for a lobbying "blitz" in support of S. 65 and H.R. 65, legislation to change to the FAA Age 60 Rule. Led by the Southwest Airlines Pilots Association (SWAPA), pilots were on hand from Air Tran, American, ATA, Continental Express, Jet Blue, United, U.S. Airways, Southwest and others through the Airline Pilots for Age Discrimination (APAAD). More than 50 pilots were joined by the management of Southwest Airlines and JetBlue in the most concerted effort to date to change the rule on Capitol Hill.

Rally at the Capitol

The week's events were highlighted Wednesday in a rally at the Capitol featuring Southwest Airlines Chairman and founder, Herb Kelleher, SWAPA President, Ike Eichelkraut, and our legislative champions on the Age 60 issue, Senator Jim Inhofe (R-OK) and Representative Jim Gibbons (R-NV), both veteran pilots.

"We need to eliminate this highly offensive age discrimination rule," said Rep. Gibbons, a former Air Force and Delta Air Lines pilot. Sen. Inhofe and Rep. Jim Gibbons said that the momentum is building in Congress to change the rule. Their two pending bills, H.R.65 and S.65, tie retirement age to Social Security retirement age, allowing them to continue flying until they are eligible for their full



Rep. Jim Gibbons (R-NV) speaks on Capitol Hill on Wednesday, May 25 in support of S.65 and H.R. 65 during the Age 60 Blitz to repeal the Age 60 Rule.

Social Security and Medicare benefits.

The Age 60 Rule "was implemented in 1960 when life expectancies were much lower—just over 69 and a half years... life expectancies today are much higher than they were in 1960 at just over 77 years," said Sen. Inhofe. "With so many airline pensions in jeopardy and being turned over to the Pension Benefit Guaranty Corporation (PBGC)," he added, "we need alternatives like S. 65 to help alleviate this burden on the airlines and the taxpayer."

Only the U.S., France, China and a few less developed nations have age limits of 60 or less. The Aerospace Medical Association and the International Civil Aviation Organization have stated recently that they agree there is insufficient medical evidence to support any restrictions based on age alone.

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See Age 60 Blitz on Page 4



U.S. DOL upholds SWAPA election

by: **Nicholas J. Enoch, Esq.**
SWAPA Attorney

With the silent passing of the Friday, April 22, 2005 statute of limitations to bring suit against SWAPA, the U.S. Department of Labor, Office of Labor-Management Standards (DOL) implicitly rejected an election protest filed with the DOL by Captain Richard P. Forlano (BWI) regarding the outcome of several 2004 SWAPA election contests including, but not limited to, those for President and Secretary/Treasurer. Because of the considerable amount of time and energy spent by SWAPA's attorneys and staff on the DOL investigation over the past few months, we thought it would be of interest to the membership to provide a brief retrospect of the matter.

I. TITLE IV OF THE LMRDA.

Although systematic federal regulation of labor relations began with the National Labor Relations Act in 1935, Congress did not begin to regulate internal union affairs until 1959, when it passed the Labor Management Reporting and Disclosure Act (LMRDA), 29 U.S.C. §401, *et seq.*, commonly known as the Landrum-Griffin Act. The statute was enacted as a response to "a number of instances of breach of trust, corruption, disregard of the rights of individual employees, and other failures to observe high standards of responsibility and ethical conduct" within various labor unions

in the United States. Congress found that it was therefore necessary to eliminate or prevent improper practices³, and that it was "in the public interest" for "the federal government to protect employees' rights to organize, choose their own representatives, bargain collectively, and otherwise engage in concerted activities for their mutual aid or protection[.]"⁴ One of the principal purposes of the LMRDA is to ensure "free and democratic" union elections.⁵

Section 402(b) of the LMRDA⁶ authorizes the Secretary of Labor, upon complaint by a union member who has exhausted his internal union remedies, to file a lawsuit against a labor union to set aside an election when an investigation of the complaint gives the Secretary probable cause to believe that the union election was not conducted in compliance with the standards prescribed in §401 of the Act.⁷ A typical example of such a violation would be the use of union funds⁸ or any employer funds⁹ to support the candidacy of any individual, most often times the incumbent.

Contrary to the belief of at least several SWAPA members, the fact that the DOL investigation culminates in a DOL determination that a violation occurred does not, in and of itself, mean that there has been a violation of the LMRDA.¹⁰ Legally speaking, that is a decision that is left for the courts, and not the DOL, to decide. However, if the court finds that a violation of §401 occurred which "may

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See DOL on Page 3



Credited service days and MILOA vacation

I received several phone calls and e-mails asking me to clarify the contractual language and the impact on vacation due to participation in the military.

Our 1994 contract includes specific language on vacation accrual requirements that you can reference in Section 8 (VACATIONS) Section A (General), Paragraph 3 of the contract. It states: "For purposes of computing vacation, fifteen (15) days or more of credited service in a calendar month will be considered a full month and less than fifteen (15) days will not be considered."

Credited service is any day that you could be available to fly for SWA. A **scheduled flying day and a scheduled day off** are each "credited service days." In a 30-day month, with no military requirements, you have 30 credited service days.

If you fly your line of 4-three day trips (12 days of work=12 credited service days) and you perform 16 days of military leave on your days off (30-16=14) you will not accrue vacation that month since you did not have 15 days of credited service.

Wise planning on the part of the pilot is necessary to ensure that both the Company and the pilot receive value from our MILOA provisions. The above scenario is not wise planning on the part of the pilot because the pilot worked every scheduled day and did not receive vacation credit for the service to the Company. Some general advice is that the pilot should not work more than 14 days (13 in February) in military service during any given calendar month. If the pilot ends up with a long commitment in excess of 14 days, attempt to stretch the commitment over two calendar months, so that neither month has the pilot working more than 14 days in a military status. Both the Company and the pilot receive value with proper planning.

The second contract language I would like to reference is the MILOA Policies and Procedures Section 2.A. This section states, "pilots *should* notify their Chief Pilot of all military duty, including military duties that do not conflict with Company duties, as far in advance as possible. This information will enable SWA to document our support of the military as well as helping to ensure accurate monthly staffing and to avoid unnecessary JA calls.

In the MILOA Handbook we stress the importance of communication and coordination with your Chief Pilot. The days you block on Maestro are the only days used to compute your USERRA profit sharing benefit.

One last thing, when you end up with a "shortened" vacation block (for example a 13 day block vs. 14 days) you won't be able to split this into a 7-day and a 6-day. You will be required to take all 13-days at once and it will be practically impossible to trade or move the 13-day block.

Buck Lansford and I have discussed this issue and have decided to make the following recommendation. E-mail your SWAPA representatives at your domicile and your SWAPA Execs as well as your Chief Pilots and ask them to support you on obtaining a side letter amendment to the contractual vacation language affecting MILOA. The results will be a clearer picture for our Crew Planning and Scheduling Departments, since a "real" MILOA participation picture will be obtained. Correct manning adjustments can be made and participation credit can be received by SWA. Another plus, you can answer the phone and still you can receive your correct MILOA profit sharing benefit.

—Pedro Reguero, Buck Lansford
Military Committee
800-969-7972, VM#4317, VM#4316

CROSSFEED

Safety Information for Southwest Airlines Pilots' Association

The Human Factor:

We Can Do It! (?...)

by Steve Swauger

Acknowledgment: I would like to thank Dr. Ed Wischmeyer, Assistant Research Professor in the Department of Safety Science of Embry-Riddle Aeronautical University for his article, "Why'd They Do That? Analyzing Pilot Mindset in Accident and Incidents." My following article is drawn heavily from his excellent work.

How Pilots Think: We pilots think differently from most people. When faced with a particular situation, we tend to evaluate it based on how we see it *progressing* and *concluding*. In other words, we *see* the conclusion and *manipulate* the steps between now and then to bring the desired conclusion to reality. So, we are not so focused on what's presently happening, but instead, we focus on whether we can *make our desired goal happen*. When we make this determination, we typically establish our mindset. This mindset guides and biases all of our future decisions.

Establishing a Mindset: In a number of accidents, we find a pivotal statement that seems to establish the mindset of the crew. In the American Airlines Cali accident, it was the FO declaring "We can do it," when offered the straight-in approach. We have documented similar cases here at Southwest. Once we choose a path, it seems difficult for us to move in another direction.

Adding the Qualifier to Our Mindset: Establishing a mindset is easy, but we all need to learn another skill to keep ourselves on solid ground. We can do this by adding qualifiers to our mindset statement. These qualifiers (*if*, *as long as*, *after*, *unless*, and *until*) acknowledge that there is a sequence of conditional events between our present situation and our goal. We need to account for those conditions when we establish our mindset. This way, we are immediately alerted to indications that our plan may not work. Let's look at some qualifiers.

We can do it IF: The first qualifier is "if." This

acknowledges conditions that you need to have before you can continue the game plan. IF we get this, THEN we can proceed with the plan.

- We can do it if you amend our release with 1500 more pounds of fuel.
- We can do it if we can have an S-turn to the north.

This qualifier clearly identifies the critical conditions that must occur to make your plan viable. If any of those critical conditions fails to occur, then the game plan fails. Have a backup abort, divert, or go-around option prepared.

We can do it AS LONG AS: This qualifier acknowledges conditions that have to remain valid or constant throughout the event. A change in those conditions warrants a reevaluation of the game plan.

- We can do it as long as the ride remains smooth.
- We can do it as long as the winds remain favorable.
- We can do it as long as the passenger's medical condition doesn't deteriorate.

This qualifier guides you to develop and update a backup plan. Example - "Sure, the passenger is doing okay now, but if her condition deteriorates, we need to be ready to divert. What are our best divert options along our route?"

We can do it AFTER: This qualifier acknowledges tasks that must be completed *before* you will even execute the game plan. It clearly identifies what you or other people must do before you can proceed with the plan.

- We can do it after we amend our release with a closer alternate.
 - We can do it after we complete the QRH checklist.
 - We can do it after Special Services determines that the crew is ready to continue (following a potentially traumatic line event).
- This qualifier establishes a STOP sign in your

chain of events. It forces everyone to stop and complete a critical task before continuing on to the next step.

We can do it UNLESS: This qualifier acknowledges "monkey wrenches" that would completely trash a plan. These are conditions that *exclude* or *prevent* our game plan from working. They force us to clearly identify tripwire events that make the plan unusable.

- We can do it unless they give us holding.
- We can do it unless that storm cell begins moving toward the field.

Once the tripwire springs, we immediately discard the game plan and the intended goal. For example, as soon as the microburst is detected, landing at that airport right now is no longer an option. You need to evaluate holding or diverting (hurrying to land is no longer an option).

We can do it UNTIL: This qualifier identifies the endpoint where the present course of action must change.

- The most common examples are weather holding and crew rest.
- We can do it until we have 7500 pounds of fuel remaining.
 - We can do it until 2300CST.

This qualifier protects us from mission creep. It establishes a "drop dead" point where you will go no further.

Summary: I hope this has given you some food for thought. There is nothing wrong with establishing a mindset as long as you identify and qualify the conditions guiding that mindset. A number of new operational changes are being evaluated by SWA. Many of these will require you to make accurate risk assessment judgment calls. Remember that every plan is dependent on certain conditions. The masterful Pilot not only forms a good game plan, but knows the conditions that affect that plan. Fly safely.

—SWAPA Safety Committee
safety@swapa.org

