

# TWU LOCAL 555

## **TENTATIVE AGREEMENT #2**

### COMPREHENSIVE HIGHLIGHTS

#### Article 1 -Purpose of Agreement

No changes

#### Article 2- Scope of Agreement

##### Paragraph B – Covered Employees (Pages 5 thru 8)

Establishes new covered work chart outlining and placing strict limitations on a supervisor's ability to perform covered work.

Establishes covered work committee to review covered work issues.

Increases the minimum penalty for covered work violations.

##### Paragraph F – Third Party Contracting, Sub-Paragraphs 2,3,4 (Pages 9 and 10)

Creates weekly averages for departures in cities utilizing third-party contractors.

Protects all current TWU 555 cities from being outsourced.

Guarantees once TWU 555 Members are in a new station, they cannot be replaced by third-party contractors.

Reverted back to current contract language for the San Juan, Puerto Rico station.

#### Article 3 -Status of Agreement

No Changes.

#### Article 5 -Classifications

##### Section One/Ramp Agent/Provisioning Agent

##### Sub-Paragraph F (Page 15)

Enables passive scanning technology to be used, subject to

##### the protections established in Paragraph U.

##### New Sub-Paragraph U (Page 17)

Protects Members from being displaced as a result of future technological enhancements.

#### Article 6 - Hours of Service /Relief Agents

##### Paragraph B – Meal Period (Page 20)

Improves language and ensures Members receive meal periods.

##### Paragraph D – Work Schedule Bids/requirements (Pages 20 and 21)

Sets award and posting dates for bids.

Improved language involving re-bids.

##### Paragraph J – Jury Duty (Pages 22 and 23)

Improves Jury Duty language.

##### Paragraph K – Shift-Trades, New Sub-Paragraph 8 (Pages 23 thru 25)

Improves shift trade timeframes.

Adds shift trade overlap language.

##### Section Two/Relief Agents Paragraph F - Premium (Page 26)

Raises the Relief Agent premium.

#### Article 7 - Overtime

##### Paragraph C – Double-Time, New Sub-Paragraph 5 (Page 28)

Secures double-time pay for Members picking up another Member's mandatory overtime.

##### Paragraph G – Continuous With Overtime, Sub-Paragraph 5 – Rest Period (Pages 29, 30)

Improves rest period language for extensions.

##### Paragraph I – Overtime Call Book, Sub-Paragraph 4 (Page 31)

Updates overtime closing and assignment procedures.

##### Sub-Paragraph 5 – Assignment/Preference (Page 32)

Creates overnight shift preference in the overtime call book.

##### Sub-Paragraph 6 – Mandatory Assignments (Page 32)

Improves mandatory overtime assignment requirements.

##### Paragraph L – Charters, Sub-Paragraph 3 – Expenses (Page 34)

Increases per diem from \$35 to \$50 on all charters.

#### Article 8 - Seniority

##### Paragraph E – Corrections to Seniority List (Page 37)

Increases the timeframe for corrections on the biannual seniority list.

##### Paragraph I – Promotion/Transfer (Page 38)

Allows Members to briefly retain seniority when they transfer to another position within the Company.

Current supervisors will retain seniority, however, any Members in the future that promote to supervisor will be treated the same as other Members.

#### **Article 9 - Training**

Paragraph A – Rate of Pay and  
Paragraph B – Day off Status  
(Page 39)

Added language for protections on computer-based training.

Paragraph C – Expenses (Page 39)

Increases per diem within this article from \$35 to \$50 a day.

#### **Article 10 - Part-Time Employees**

Paragraph C – Percentage Limits  
(Pages 40 and 41)

Removed outdated language.

New Paragraph H – Meal Period  
(Page 42)

Defined the part-time meal period.

New Paragraph O – Adjusted  
Seniority (Page 43)

Clarifies how seniority is adjusted when going from a part-time to a full-time classification.

#### **Article 11 - Filling of Vacancies**

Paragraph D – Travel Leave  
(Page 44)

Added travel leave language for overseas transfers.

Paragraph G – Other Vacancies  
(Page 45)

Ensures Members who have active discipline less than a Final Letter of Warning are not disqualified from interviewing for positions within the Scope of this Agreement.

Ensures an open position is filled by the most senior qualified applicant from within the Scope of this Agreement.

Members not chosen for a position may request a review with leadership to identify improvements needed.

#### **Article 12 - Leaves of Absence**

Paragraph C – Approved Leaves of Absence, Sub-Paragraph 1 –  
Personal Leaves of Absence  
(Page 46)

Ensures Members will retain and continue to accrue seniority for pay, sick leave, and vacation for the duration of leave.

Sub-Paragraph 2 – Medical Leave of Absence (Page 46)

Extended Medical Leave job security.

Sub-Paragraph 3 – Military Leave  
(Page 47)

Ensures Members record improve under the Attendance Program while on Military Leave language.

Ensures Military Leave is handled in accordance with applicable laws including USERRA.

New Sub-Paragraphs 6 and 7 –  
Maternity Leave/Parental Leave  
(Pages 47, 48 and 49)

Establishes new Parental Leave language.

Updated to include 2 weeks paid  
parental leave.

Establishes a paid maternity  
leave for custodial mothers, up  
to 6 to 8 weeks paid, for birth or  
loss of a child.

#### **Article 13 - Sick and Occupational Injury Pay**

Section One/Sick Pay  
Paragraph C – Compensation  
(Page 52)

Removes language requiring Members to have at least 12 days of accrued sick time in order to be paid for the first day of a sick absence.

#### **Section Two/OJI Pay**

Paragraph A – Verification (Page 53)

Establishes that the initial visit to a Company designated OJI clinic is not considered an Employee's selection as a treatment provider.

Paragraph C –  
Company/Examination Page 54)

Establishes language prohibiting any Ground Ops Employee and/or Labor Employee from contacting an Employee's treating physician and modifying their treatment regimen.

Paragraph G – Maximum Limits  
(Page 54)

Increases the time limit for an Employee to return to duty from OJI Leave before being dropped from employment.

Paragraph I – OJI Return to Work  
Program (Page 55)

Improves OJI RTW language by ensuring the Company identifies and reviews the amended duties consistent with an Employee's restrictions.

Establishes that the OJI Return to Work Duty Matrix cannot be changed without Union approval.

#### **Article 14 - Vacations/DAT/FTO Days**

Paragraph D – Block/DAT/FTO  
Declaration (Page 57)

Ensures the Company will make available an Employee's Vacation and FTO accruals prior to the declaration round.

Requires the Company to post the declaration round results prior to the start of the first round of block week bidding.

Paragraph F – DAT/Vacation/FTO  
Days, Sub-Paragraph 5 (Page 58)

Establishes guidelines to award DAT/FTOs above the calculated daily limit if voluntary overtime can be obtained.

DAT/FTO day requests with less than 24 hours notice shall be awarded on a first come, first serve basis according to operational needs.

#### **Article 14 (Continued)**

##### Paragraph J – Established Schedules (Page 59)

Ensures FTOs cannot be changed without the Member's approval.

#### **Article 15 - Reduction In Force /Severance Pay**

##### Paragraph A – Notification/Reverse Seniority (Page 60)

Ensures an Employee shall be given 60 days notice of any Reduction in Force.

##### Paragraph D – Preferential Bids (page 60)

Increases the time frame to 15 days that an Employee has to file a preferential bid after receipt of a furlough notice.

##### Paragraph G – Recall requirements, Sub-Paragraphs 2 and 3 (Page 61)

Increases time frames regarding Recall Requirements.

##### Paragraph J – Pass Privileges (Page 62)

Ensures Employees impacted by a Reduction in Force who were not offered employment shall retain pass privileges for 24 months.

##### Paragraph K – Recall Time Limits (Page 62)

Increases Recall Rights to 7 years from date of Reduction in Force.

#### **Article 16 - Temporary Assignments**

##### Paragraph B – Assignments (Page 64)

Establishes a better-defined bidding process for temporary assignments.

Ensures temporary assignments shall have a tentative start date and an end date.

Allows for a one-time extension of an assignment to a maximum of 14 calendar days.

##### New Paragraph C – Emergency Temporary Assignments (Page 64)

Establishes an emergency temporary assignment bidding process and places a limit of 14 calendar days to any emergency temporary assignment.

##### New Paragraph E – Expenses (Page 64)

Increases per diem from \$35 to \$50.

#### **Article 17 - Safety and Health**

##### Paragraph B – Safety Committee, Sub-Paragraph 1, New Sub-Point A (Page 65)

Ensures Safety Committee Members will be afforded ample time to perform equipment and facility checks as well as identifying safety concerns.

##### Sub-Paragraph 3 (Page 65)

Establishes that safety concerns and all recommendations shall be addressed in a timely manner and discussed in monthly meetings between the Union and the Company.

##### Paragraph F – Company Provided Equipment (Page 66)

Establishes that all necessary disaster/pandemic related safety equipment shall be provided.

##### Paragraph G – Investigation Rights Pertaining to Safety Health (Page 66)

Ensures that a Safety or Union Rep shall be notified of all accident/injury investigations when the Company proceeds with such investigation.

#### **Article 18 - General and Miscellaneous**

##### Paragraph J – Bereavement Benefits (Page 69)

Expands the four-day bereavement period to include additional family members.

##### New Paragraph P – Parking (Page 70)

Establishes parking will be provided at no cost to Employees covered under this Agreement.

#### **Article 19 - Uniforms**

##### Paragraph B – Uniforms Allotment – (Page 71)

Standardizes uniform allotment language for all job classifications and allows uniform allowances to be consistent across all groups.

##### New Paragraph H – Maternity Wear (Page 72)

Establishes the Company will contribute \$206 to an Employee's uniform allotment if they choose to purchase maternity uniforms.

#### **Article 20 - Grievance Procedures**

##### Paragraph G – Fact-Finding Procedures (Page 74)

Improves representation for the Member in the fact-finding meeting by establishing a documentation exchange, including any digital or video documentation related to the fact-finding, between the Union and the Company that may be used in the decision-making process.

Allows the Union the right to question any witnesses presented at the fact-finding.

#### **Article 20 (Continued)**

##### Paragraph L – Interpretation/Application of Agreement, Sub-Paragraph 10 – Agreeable Location (Page 78)

Allows the Union to schedule system board hearings involving discharge grievances at the location where the grievance originated.

##### Sub-Paragraph 13 – Arbitration List/Dates (Page 79)

Identifies and establishes separate time frames between termination and contractual cases.

##### Sub-Paragraph 18 – Mediation/Arbitration Time Frames (Page 82)

Establishes Med/Arb Session(s) or day(s) may be added or canceled by mutual agreement.

##### Sub-Paragraph 19 – Make-Up Panel, Sub-Point A (Page 82)

Establishes that sessions added by mutual agreement shall be heard on an alternating basis beginning with the mediator/arbitrator selected by the Union.

#### **Article 21 - Moving Expenses**

##### Paragraph A – Transfer at Company Request (Page 84)

In a RIF situation, establishes that the Company shall first seek volunteers.

##### Paragraph C – Household Effects (Page 84)

Establishes storage of personal items for up to 60 days.

Increases the personal property weight limit to 18,000 pounds.

Increases the cash bonus to \$2,500 or more, depending on Company policy, in lieu of a paid move.

##### Paragraph F – Automobile Allowance (Page 85)

Establishes mileage reimbursement for a second automobile.

#### **Article 22 - Holidays/Freedays /Flexible Time Off Days**

##### Paragraph C (Page 87)

Removes outdated language.

Establishes and better defines requirements for FTO accrual.

##### Paragraph D – Holidays/Premium Pay Days, New Sub-Paragraph 2 (Pages 87 and 88)

Establishes and secures premium pay rates on four additional holidays a year for all hours worked.

Establishes and defines applicable overtime rates for all hours worked on a premium pay day.

##### Paragraph F – Freeday Bid – (Page 88)

Establishes Freeday schedules cannot be changed without the Member's approval.

#### **Article 23 - Attendance**

##### Section I Attendance Program Definitions Paragraph B – Reported Personal Absence (Page 90)

Reduces the reporting time for a Reported Personal Absence.

##### Paragraph C – Reported Illness, Sub-Paragraph 1 – Doctor Statement (Page 91)

Establishes a defined time frame for Members to correct mistakes on a doctor's note.

#### **Article 24 - -800 Series Aircraft (Page 95)**

Ensures Members will receive assistance in the front bin of the 737-800 series aircraft if requested.

Establishes protection language in the event the Company adds new types of aircraft.

#### **Article 25 - Savings Clause**

No changes

#### **Article 26 - Group Insurance Benefits**

##### Paragraph A, New Sub-Paragraphs 1,2, and 3 (Page 97)

Establishes an insurance premium cap of a monthly average of 7% over a 2-year rolling period.

Establishes annual deductibles and in-network out-of-pocket maximum amounts will be subject to a 7% monthly average cap over a 2-year rolling period.

Ensures in-network co-insurance rates will be no more than 20%.

##### New Paragraph B (Page 97)

**Effective dates for plan changes moved to 2025.**

Ensures Employees already enrolled in the Regular Plan will be able to remain until they elect another benefits plan.

##### New Paragraph C (Page 98)

Ensures Employees who remain enrolled in the Regular Plan will have access to regular dental, basic life, and vision.

##### New Paragraph D, Sub-Paragraphs 1 and 2 (Page 98)

Ensures the Company will meet with the Union to provide notice of material plan changes on an annual basis.



#### Article 26 (Continued)

Ensures the Company will provide the Union with information on current rates for applicable medical plans and total Company enrollment statistics.

#### New Paragraph J (Page 101)

Ensures medical coverage for younger spouse and eligible dependents under Medical Plan C for retired Employees reaching the age of 65.

#### Article 27 Profit Sharing

No changes

#### Article 28 Wage Rules

#### Paragraph G – Inconvenience Premium (Page 104)

Increases Inconvenience Premium to \$100

#### Paragraph H – Multiple Start Time Premium (Page 105)

Increases Multiple Start Time Premiums based on the number of different start times an Employees has on his bidded line.

#### Paragraph K (Page 105 and 106)

Reduces current 13-step wage scale to an 11-step wage scale.

Combines Steps 10 and 11 which enables Members to reach top of scale earlier.

#### New Paragraph L (Pages 106 thru 108)

Wage increases at every step.

Introduces new wage scales for all classifications in the Agreement.

#### New Paragraph M - One-Time Bonuses (Pages 111)

Total Combined Lump Sum Bonus amount increased from ~70 million to 140 million.

Establishes and explains the distribution methodology regarding the bonus.

Introduces a new lump sum bonus chart broken down by 401(k) eligible earnings.

#### Article 29 - Duration and Amendments (Page 114)

Sets duration to 5 years with a 12-month early opener.

#### Article 30 - Retirement

#### New Paragraph A (Page 115)

Increases matching contribution rate to 10% of an Employee's eligible compensation.

Introduces the ability for an Employee to make contributions of one-tenth of one percent (0.1%) but no less than one percent (1%).

#### New Paragraph C (Page 116)

Introduces a Me-Too clause ensuring Members covered under the Scope of this Agreement will receive the same improvements offered to other work groups within the Company.

#### Article 31 - Union Membership

No changes

#### Side Letters of Agreement

#### Updated SLOA #1

New language added to better define parameters for internal investigations covered under this side letter.

Establishes that investigations covered under this side letter only apply to investigations conducted by those who are not involved in issuing, upholding, or removing discipline for Employees covered by this Agreement.

#### Updated SLOA #2

Members from both negotiating committees or their designees will update the work rule interpretations within 90 days from the date of Ratification of this Agreement.

#### Updated SLOA #6

Updates the maximum cargo weight limit to 250 lbs. per piece.

#### New SLOA #7

Creates a trial period that provides a monetary incentive for voluntary overtime worked over 32 hours.

#### New SLOA (Electronic Overtime Notification)

Allows Members to sign up and make changes to the overtime call book by electronic means.

Provides the option for Members to utilize 'will accept' by electronic means.

Allows for Members to be notified of their initial overtime assignment by electronic means.

**TENTATIVE AGREEMENT #2**

**2024**

BY AND BETWEEN  
SOUTHWEST AIRLINES

AND

TRANSPORT WORKERS UNION OF AMERICA  
AFL - CIO LOCAL 555

REPRESENTING  
RAMP, OPERATIONS, PROVISIONING AND FREIGHT AGENTS  
FOR THE PERIOD

~~FEBRUARY 19, 2016~~ **MARCH 21, 2024**  
THROUGH ~~FEBRUARY 18, 2021~~ **MARCH 20, 2029**

**Red Lined language indicates language negotiated for Tentative Agreement #1**  
**Purple Lined language indicates language negotiated for Tentative Agreement #2**

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## **PREAMBLE**

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Southwest Airlines Co. (hereinafter referred to as the “Company” and/or “Southwest”) and the Transport Workers Union of America, AFL-CIO Local 555 (hereinafter referred to as the “Union”), representing the class and craft of Employees recognized by the Company as Ramp, Operations, Provisioning, and Freight Agents.

## **ARTICLE ONE PURPOSE OF AGREEMENT**

A. The purpose of this Agreement is, in the mutual interest of the Company, the Union, and the Employees, to provide for the operation of the Company under methods which shall further, to the fullest extent possible, the well-being of Southwest's Customers, the efficiency of operations, and the continuation of employment under reasonable working conditions. It is recognized to be the duty of the Company, the Union, and the Employees to cooperate fully to attain these purposes.

B. No Employee covered by this Agreement shall be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in, or lawful activity on behalf of, the Union; nor shall the Company, its officers or agents, or the Union, its officers or agents, unlawfully discriminate against any Employee because of race, color, creed, national origin, sex, religion, handicap, age, disability, sexual orientation, gender identity, or veteran status.

## ARTICLE TWO SCOPE OF AGREEMENT

A. **Recognition.** The Union is recognized by the Company as the sole and exclusive bargaining agent for the Employees of the Company based in the United States, its territories and possessions, who comprise the class and craft of Ramp, Operations, Provisioning, and Freight Agents. The Union reserves the right to defend and protect any covered Employee.

B. **Covered Employees.** This Agreement extends to and covers all Employees in the classifications described in Article Five who normally and regularly spend a majority of their work time in the performance of duties described in Article Five. Supervisors are not covered by this Agreement. ~~but may continue to perform covered work while on duty, with the understanding that t~~The intent is for a supervisor to assist, direct, train, evaluate agent performance and support the operation by managing and directing the workforce. Except as specifically provided in this Paragraph, and its sub-sections (including the chart below), or as otherwise agreed upon by the parties, supervisors may not perform covered work while on duty.

### Ramp

<u>Wing Walking</u>	May act as one of two aircraft guide agents unless a qualified agent is available at the start of the wing walking procedure of an aircraft.
<u>Gate Services</u>	May connect air or electric, but not both.
<u>Working a Flight (Loading/Unloading)</u>	May assist an agent actively loading or unloading a flight by loading up to twenty-five (25) items and unloading up to twenty-five (25) items per flight, including scanning. A supervisor is limited to loading up to five (5) bags and unloading up to five (5) bags per flight by themselves, including scanning.
<u>Clyde Stand</u>	May utilize the Clyde Stand.
<u>Escort</u>	May only perform escort duties traditionally performed by TWU 555 Members if a qualified agent is unavailable, or by agent request. Supervisors may escort all others.
<u>Commodity Recovery</u>	May recover and deliver commodities that have fallen in transport.

<u>Deicing</u>	May perform the duties of the second person on a deicing team unless a qualified agent is available at the start of the deicing process of an aircraft.
<u>Jetway Items</u>	May transport jetway items to and from the jetway.
<u>T-Point</u>	May assist an agent with overflows as a result of operational disruptions (e.g., belt breakdowns, backups, bag jams, etc.) until corrected.
<u>Local Bag Drop</u>	May assist with special and/or oversized items. (e.g., skis, guns, assistive devices).
<u>Moving Carts</u>	May move carts forward at the end of the belt loader.

### Provisioning

<u>Warehouse</u>	May assist in the provisioning warehouse with an agent working the warehouse present (e.g., cleaning).
<u>Needed Items</u>	May deliver items to the agent at the aircraft.
<u>Galley FWD &amp; AFT</u>	May assist an agent in the galley of the aircraft.
<u>Clean Up (Biohazard etc...)</u>	May cleanup biohazards (i.e., bodily fluids, etc.) upon request.
<u>Stocking Provo Truck</u>	May assist an agent with the stocking of supplies on a provisioning truck.
<u>Guiding</u>	May assist an agent by guiding.

### Operations

<u>Wheelchair Passengers</u>	May push wheelchairs.
<u>Passenger Lifts</u>	May assist with passenger lifts.
<u>Jetway Items</u>	May assist an agent with gate checked bags and jetway items (e.g., tagging and/or placing items on slide, elevator, or mechanical lift).
<u>Assistive Devices/Baby Items</u>	May assist customers with items in the jetway (e.g., strollers, car seats, personal wheelchairs, walkers etc.).
<u>Jetway Security</u>	May assist an agent by monitoring the top or bottom of the jetway while the agent is working the same flight.
<u>Fuel Slips</u>	May assist an agent by retrieving the fuel slip if requested by the agent.

## Freight

<u>Counter (Front Desk)</u>	May assist at the cargo counter only when an agent is present.
<u>Warehouse</u>	May assist in the cargo warehouse only when an agent is present.
<u>Coverage</u>	Facilities where one (1) agent is scheduled, may work the counter while the agent is in the warehouse or vice versa, and may cover breaks and lunches.
<u>ETD/X-Ray Machine</u>	May only assist at the ETD/X-Ray Machines if it alarms and further checks are needed, or the agent operating the machine requests assistance.

Supervisors may perform additional duties not set forth above that are necessary to stabilize or recover the operation in the event of unexpected absence(s) that results in the immediate inability to cover the operation or extraordinary circumstances (e.g., active shooter, major operational disruption, extreme weather event, etc.), only if there are insufficient covered Employees immediately available in the bid location to fulfill the need of the operation. Should a supervisor need to perform the duties mentioned in this sub-section to stabilize or recover the operation due to unexpected absence(s), the Company will exhaust all overtime procedures as outlined in Article 7, whenever practical. When not practical, any duties performed by a supervisor shall be limited to only those necessary to immediately cover the operation. (Example: Should a supervisor need to immediately cover a flight due to unexpected absence, and a covered Employee would not have sufficient time to report to perform the covered work, the supervisor could cover that flight only, and should exhaust Article 7 overtime procedures if coverage is needed beyond that.) In extraordinary circumstances, the Company will continue to use reasonable efforts to exhaust all overtime procedures in Article 7.

The Union and the Company agree to establish a Covered Work Committee, consisting of an equal number of representatives from the Union and the Company, which will meet at least quarterly, and upon request by either the Union or the Company, to review covered work issues to determine where duties may be added to, modified, or removed from the above specified covered work duties.



Beginning six (6) months after the date of ratification, the Union and the Company further agree that any violations of Paragraph B shall result in a minimum of two (2) hours, at the applicable overtime rate, to be paid to the Employee(s) who should have received overtime (voluntary or mandatory) to perform this work.

A supervisor may not replace any covered Employee or cover a scheduled line. A supervisor's schedule may not be altered to prevent payment of overtime to a covered Employee, and a supervisor may not accept an overtime assignment if covered Employees are available for voluntary overtime assignments. When, at management's discretion and approval, an agent may give away their shift to a supervisor, the following will apply:

1. The agent should, when time permits, make the shift trade available to other covered Employees prior to offering it to a supervisor.
2. Supervisors that enter into a shift trade will be required to perform the work of that covered Employee for the entire shift.
3. When a supervisor is working for an agent they will be the first Employee to be involuntarily extended if the need arises on that shift.
4. All supervisors who have entered into a shift trade with a covered ~~e~~Employee will provide a copy (may be electronic) of that shift trade to the ~~L~~Local ~~U~~Union ~~R~~Representative upon approval.

C. **Reasonable Work Rules.** Employees covered by this Agreement shall be governed by all reasonable Company rules and regulations previously or hereafter issued by proper authority of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to covered Employees and the Union Office prior to becoming effective.

D. **Management Rights.** The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in and retained by the Company.

E. **New Classification/Jurisdiction.** Any new job classification coming within the scope of the class and craft described in Paragraph A of this Article is recognized as coming within the jurisdiction of the Union and is covered by this Agreement. Such new job classification and the rates of pay for such new job classification shall be negotiated between the Company and the Union. Any disagreements between the Company and the Union with regard to this Agreement shall be subject to Article 20.

F. **Third Party Contracting.** The Company and the Union agree that job security and a stable work environment are important objectives to be maintained. Therefore, the Company agrees that contracting with third parties shall be prohibited if it results in a reduction in force or involuntary furlough. It is the intent of both parties that covered work be done by Southwest Airlines Employees.

1. Should the Company have a need to contract with third parties for the performance of covered work, the Company shall notify the Union of:
  - a. The nature of the contract; and
  - b. The anticipated length of time the third party work shall be required.

The Company and the Union agree to discuss the time frames in an attempt to minimize such third-party work and return same to covered Employees. No such contracting shall occur when and if adequate facilities are available for the Company's operations, ramp, and/or freight needs.

2. Should the Company have a need to contract with third parties for the performance of covered work at stations where flight activity does not exceed **12 eighty-four (84)** departures per **day week**, the Company shall be entitled to do so. The Company shall notify the Union of:
  - a. The nature of the contract; and
  - b. The anticipated length of time the third party work shall be required.

This provision shall not apply to stations **where Southwest employs TWU 555 Members** ~~in operation~~ as of **date of ratification March 27, 2009**.

**The Company and the Union agree that once a station employs TWU 555 Members, they shall not be displaced or replaced with third-party work unless the station is closed.**

3. The Company and the Union agree that the Company may use a third-party for the performance of covered work in the San Juan, Puerto Rico station so long as departures do not exceed **twenty-five (25)** departures per day.

4. For the purposes of Paragraph F.2-3, a lookback will be performed each week in a calendar year to determine if the number of weekly or daily departures exceeds the specified threshold. On a monthly basis, the Company will provide the Union with the information necessary to perform the weekly or daily lookback for stations covered by this Agreement where Southwest does not employ TWU 555 Members.

G. **Freight Facilities.** When and so long as (i) the volume of freight at a station exceeds four hundred thousand (400,000) pounds total of inbound and outbound freight for a four (4) consecutive month period; and (ii) adequate facilities are available, the Company shall establish and maintain a separate bid location for Freight Agents within the Operations Agent classification; provided, however, that freight facilities established as of the effective date of the 2001 Agreement covering Ramp, Operations, Provisioning, and Freight Agents shall not be affected by the volume requirement in clause (i), above. The Company will provide the Union with a monthly report containing each station's total volume of freight handled that month.

## ARTICLE THREE STATUS OF AGREEMENT

A. **Ratification.** It is expressly understood and agreed that, when this Agreement is accepted by the Company and ratified by the membership of the Union, it shall be binding on both the Company and the Union and shall supersede any and all agreements existing or previously executed between the Company and the Union and/or any other organization representing the Employees covered hereunder.

B. **Merger, Purchase, or Acquisition of Another Company.** In the event of a merger, purchase, or acquisition by the Company of another company, involving that entire company or a substantial portion of that company, the Union and the Company will meet to discuss the impact of the merger, purchase, or acquisition, if any, upon Union represented Employees. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition at the earliest practicable time, subject to SEC and other applicable laws and regulations, to allow the Union to prepare for those discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

1. The rates of pay, rules, and working conditions contained in this Collective Bargaining Agreement will not be open for collective bargaining in the event of a merger, purchase, or acquisition of another company, nor will the Union or the Company have any obligation to bargain upon changes thereto, except as provided in Article 29.
2. In the event the merger, purchase, or acquisition results in the integration of Ramp, Operations, Provisioning, and/or Freight Agents, the parties agree to integrate the two work groups in accordance with Sections 3 and 13 of the Allegheny-Mohawk Labor Protection Provisions, 59CAB22 (1972).
3. The parties agree to submit to final and binding arbitration by an arbitrator from a list approved by the National Mediation Board any disputes not settled in the meetings provided within six (6) months of the effective date of the merger, purchase, or acquisition which involve integration of the Southwest Ramp, Operations, Provisioning and/or Freight Agent Seniority List(s) with the corresponding list(s) of the

company being acquired. The costs of the arbitration will be shared equally by the parties, and there shall be only one such arbitration proceeding which will be the sole and exclusive remedy for all such disputes.

C. **Merger, Purchase, or Acquisition by Another Company.** In the event of a merger, purchase, or acquisition of the Company by another company, the Union and the Company will meet to discuss the impact upon Union represented Employees of the merger, purchase, or acquisition. The Company will provide the Union with information concerning the proposed merger, purchase, or acquisition at the earliest practicable time, subject to SEC and other applicable laws and regulations, to allow the Union to prepare for those discussions. No confidential business information shall be disclosed unless the Union agrees to suitable arrangements for protecting the confidentiality and use of such information.

1. **Labor Protection Provisions.** In the event of a merger, purchase, or acquisition of the Company by another company in which operational integration of Ramp, Operations, Provisioning, and/or Freight Agents will occur, the integration of the respective Ramp, Operations, Provisioning, and/or Freight Agent groups will be governed by Sections 3 and 13 of Allegheny-Mohawk, 59CAB22 (1972). Such integration shall occur in a fair and equitable manner within thirty-six (36) months of the effective date of the transaction. The Ramp, Operations, Provisioning, and/or Freight Agent groups will remain separate until such time as the seniority lists are integrated in accordance with this ~~p~~**P**aragraph. Additionally, the Company must comply with ~~p~~**P**aragraphs C and C.2 of this Article before any merger, purchase, or acquisition by another company can be finalized.
2. **Successorship.** The Company will not bring a single or multi-step successorship transaction to final conclusion unless the successor agrees, in writing, to:
  - a. Recognize the Union as the representative of the Employees on the Southwest Ramp, Operations, Provisioning, and/or Freight Agents Seniority List as of the effective date of the transaction consistent with the Railway Labor Act, as amended.



- b. Employ the Employees on the Southwest Ramp, Operations, Provisioning, and/or Freight Agents Seniority List in accordance with the provisions of this Agreement.
- c. Assume and be bound by this Agreement.

D. **Remedies.**

- 1. Except as provided in Paragraph B.3 of this Article for resolution of disputes involving integration of seniority lists, the Company and the Union agree to arbitrate on an expedited basis as provided for in Article 20.L.~~13~~**14**, any grievance alleging a violation of Paragraphs B and C of this Article, unless otherwise mutually agreed by the Company and the Union. The provisions of the Railway Labor Act shall apply to resolution of any dispute regarding this Article.
- 2. Nothing in this Article shall affect any rights and remedies in law or equity as may be available to the parties for enforcement of arbitration awards involving violations of this Article.

E. **Amendments.** Either party may propose in writing to the other party any amendment which it may desire to make to this Agreement. No amendment hereto shall be valid unless in writing and duly and properly executed by the Vice Presidents of Ground Operations and Provisioning and the President of the Union.

F. **Captions.** Any and all captions and/or titles of articles, sections, and/or paragraphs are for convenience of reference purposes only and shall neither add to nor detract from the substance of this Agreement.

## ARTICLE FOUR DEFINITIONS

- A. "Employee" as used in this Agreement shall mean the Employees in the classifications of Ramp Agent/Provisioning Agent and Operations Agent/Freight Agent.
- B. A "week" shall consist of seven (7) consecutive days commencing at 0000:01 Sunday morning.
- C. A "day" shall be a twenty-four (24) hour period beginning at 0000:01.
- D. A "work shift", except as otherwise provided herein, shall consist of eight (8) hours, exclusive of meal periods.
- E. "Month" as defined herein shall mean calendar month.
- F. "LWOP" time shall mean leave without pay taken by agreement between the Company and the Employee.
- G. "FTO" as used in this agreement shall mean Flexible Time Off.
- H. It is understood that wherever in this Agreement reference is made to the male gender, it shall include both genders.
- I. The term "successor" as used in this Agreement will include, without limitation, any purchaser, assignee, transferee, administrator, receiver, executor, and/or trustee of the Company, of all or substantially all, of the assets and property of the Company, and is not limited to any merger entity described or referred to in Article Three of this Agreement.
- J. The term "Successorship transaction" as used in this Agreement will mean any transaction, whether single step or multi-step, that provides for, results in, or creates a successor.

## ARTICLE FIVE CLASSIFICATIONS

### SECTION ONE RAMP AGENT/PROVISIONING AGENT

The work of Ramp, and Provisioning Agents includes the functions which have been historically performed by such agents at Southwest Airlines stations and includes, but is not limited to, any or all of the following work covered under this specific labor contract. Agents required to perform such duties must be current and qualified within that classification.

- A. Loads, unloads, services, guides, and directs Company aircraft.
- B. Transports cargo to and from aircraft, including from the Company to other carriers.
- C. Loads and unloads the cargo compartment of the aircraft with cargo (such as Customers' baggage, air freight, air mail, ballast, and Company materials) according to a pre-determined plan received either electronically or manually from an Operations Agent. Submits, either electronically or manually, a Cargo Bin Loading Slip (CBLS) to an Operations Agent.
- D. Warehouses, weighs, stacks, picks up, and delivers air cargo; checks air cargo handled against its accompanying forms to identify any mishandling or discrepancies; and corrects routine errors.
- E. Safeguards Customers' baggage, air cargo, air mail, and comat from weather, loss, theft, damage, and/or destruction.
- F. Receives and records (either manually or by means of an electronic scanner, worn or held by a Ramp Agent) Customer baggage, air freight, air mail, and comat as required. The Company may utilize scanning technology not worn or held, subject to the protections below in Section 1., Paragraph U. Re-stickers misconnect bags.
- G. Checks cargo data/forms for accuracy and corrects data/forms as necessary.

- H. Equips aircraft cabin interiors for flights with equipment and supplies such as blankets, literature, disposal and refuse containers, and commissary items (including ice), in accordance with applicable paperwork (which may be in electronic form).
- I. Hand cleans interior of aircraft by such operations as hand sweeping and dusting, empties ash trays, and uses specialized cleaning fluids and materials, using mechanized cleaning aids as required, in accordance with applicable paperwork (which may be in electronic form).
- J. Removes stains from upholstery; cleans windows; and cleans and services lavatories and galleys and disposal containers, in accordance with applicable paperwork (which may be in electronic form).
- K. Transports cabin, commissary, and cleaning equipment between aircraft and storage areas.
- L. Wears visual identification required by the Company, prominently displayed for ready recognition.
- M. Maintains an inventory of cabin equipment items, commissary items, and cleaning equipment and supplies, including the storage areas for such supplies and notifies local management of possible materials needed.
- N. Checks delivery of supplies for shortages and brings discrepancies to the attention of local management.
- O. Works according to Company regulations and procedures and instructions from supervisors issued in accordance within this Agreement.
- P. As qualified, operates all power and other ground equipment (including push back tugs) assigned by the Company to complete its airline operations.
- Q. Has routine contacts with people outside the Company such as delivery agents, shippers, etc.
- R. Completes forms and paperwork connected with work assignments according to established procedures and enters such information into the Company's information system as required.

S. Keeps work area in a clean and orderly manner, including storage areas for Company supplies and commissary items and Employees' break room.

T. Provides friendly service to all co-workers and Customers.

**U. It is understood and agreed that Ramp Agents who are currently working in the Ramp Classification and Provisioning Agents who are currently working in the Provisioning bid locations shall not be displaced as a result of future technology enhancements.**

## **SECTION TWO OPERATIONS AGENT/FREIGHT AGENT**

The work of an Operations Agent includes the functions which have been historically performed by Operations Agents at Southwest Airlines stations and includes, but is not limited to, any or all of the following work covered under this specific labor contract. Agents required to perform such duties must be current and qualified within that classification.

A. Coordinates the ramp, operations, Customer boarding/deplaning, and provisioning functions at the airport to assure expedient handling/servicing of aircraft and to achieve on-time departures, quick turnarounds, and to make up time on delayed flights.

B. Opens and closes the stations, advising Dispatch of same; transmits required messages about conditions; operates stations/flight communications equipment and radio communications equipment as needed; answers station operations telephones and advises gate agents when the Operations Agent will board Customers.

C. Prepares Dispatch release forms and collects weather reports for the crew.

D. Arranges to have aircraft fueled as required.

E. Prepares weight and balance computations at each station/location and advises Dispatch, Flifo, and stations of flight departures. Weight and balance entries will be completed, coordinated, and verified by the Ops Agent for submission to the crew.



- F. Retrieves, edits and approves load plan, and makes any adjustments to flight parameters. Makes load plan available to Ramp Agents. Receives, either electronically or manually, cargo bin loading information from Ramp Agent and advises Ramp Agent of any necessary changes.
- G. Closes out flights and files flight information.
- H. Ascertains that aircraft are properly cleaned and provisioned prior to departure.
- I. Coordinates special requests received for services that are needed on flights; e.g., servicing lavatories, cabin grooming, and wheelchairs for Customers, and performs special emergency cleaning.
- J. Operates jetway; coordinates the boarding and de-planing of Customers.
- K. Works with gate agents in expediting the check-in process; collects boarding passes and/or electronic boarding data and verifies boarding counts.
- L. Writes and submits irregularity reports as required.
- M. Checks cargo on hand to see that it is properly logged and accounted for; completes airbills, verifies shipments; accepts and accounts for payment.
- N. Checks that board mail and Company material are dispatched and sent to indicated stations.
- O. Receives, refers, or makes paging calls and makes paging announcements, as appropriate.
- P. Keeps other station personnel advised of flight movements, weather conditions, and irregular operations.
- Q. Prepares statistical reports to record information from trip papers/data.
- R. Operates and monitors equipment for flight information display systems and updates system when operationally necessary.
- S. Properly maintains and wears the uniform as required by Company regulations and presents a neat and professional appearance while on duty.

- T. It is understood and agreed that Operations Agents who are currently working in the Operations Classification and Freight Agents who are currently working in the Freight bid locations shall not be displaced as a result of future technology enhancements.
- U. Provides friendly service to all co-workers and Customers.
- V. Works according to Company regulations and procedures and instructions from supervisors issued in accordance with this Agreement and receives/delivers information into the Company's information system as required.
- W. Has routine contacts with people outside the Company such as delivery agents and shippers at the Cargo facility.
- X. Performs Cargo security screening at the Cargo house.

### **SECTION THREE CROSS-UTILIZATION**

It is mutually understood and agreed that under normal working conditions, Ramp Agents shall perform Ramp Agent duties; Provisioning Agents shall perform Provisioning Agent duties; and Operations Agents shall perform Operations Agent duties; however, cross utilization shall be allowed when sufficient personnel of a specific job classification are not available. No Employee shall be required to perform duties in another job classification unless that Employee has been adequately trained to perform the required duties and is current and qualified.

## ARTICLE SIX SECTION ONE HOURS OF SERVICE

A. **Tour of Duty.** Time worked in any tour of duty, including holidays, overtime, and shift trades, shall be considered as work performed on the day during which the Employee's regular shift began.

B. **Meal Period.** A thirty (30) minute meal period shall be scheduled during the fourth, fifth, or sixth hour. All meal periods must be completed before the end of the sixth hour. **If a shift is scheduled for at least four and one half (4.5) hours but less than eight (8) hours, the lunch shall be scheduled in the middle two hours of the shift.** Should an Employee not be scheduled a meal period during the fourth, fifth, or sixth hour, **or in the middle two hours for shifts scheduled at least four and one half (4.5) hours but less than eight (8) hours,** he will be paid time and one-half their hourly rate of pay for the thirty (30) minute meal period and will receive an uninterrupted meal period **once the Employee has completed his immediate task and notified his supervisor.** Should an Employee not be permitted a meal period at all, he will then be paid .5 hours overtime and two (2) hours straight time pay in addition to their regular pay. **Four and one half (4.5) to Eight eight** (8) hours, inclusive of a thirty (30) minute meal period, shall constitute a day's work for those Employees whose ~~regular~~ shift begins between the hours of 6:00 P.M. and 4:00 A.M.

C. **Scheduled Days Off.** Employees, excluding Relief Agents, shall be scheduled for at least two (2) consecutive days off in each of their work weeks. Saturday and Sunday shall be considered as consecutive days off for this purpose.

D. **Work Schedule Bids/Requirements.**

**1.** Work schedules shall be bid as often as required but shall be bid at least six (6) times per year. Each bid shall be for a minimum period of twenty-eight (28) days and shall, where possible, become effective at 0000:01 Sunday morning. Each bid shall indicate the starting and tentative ending dates of the work schedule.

**a. Work Schedule bids shall be awarded and posted by the 11th of the preceding month.**

- b. Freeday bids shall be awarded and posted by the 18th of the preceding month.
  - c. FTO/DAT bids shall be awarded and posted by the 25th of the preceding month.
  - d. Work Schedule, Freeday, and DAT/FTO bids shall be open for a period of seven (7) days each and shall not run concurrently.
- 2. Once an Employee's shift is established, it shall not be changed except in accordance with this provision or Article Seven (Overtime). The ending date of the work schedule may be changed due to an unexpected change in flight activity or because of Employee(s) returning from approved leave(s) of absence.
- 3. There shall be no re-bid on less than seventy-two (72) hours notice. Employees shall have seven (7) days to bid on ~~either a shift bid or a re-bid.~~ Re-bids shall not be subject to Paragraph D.1.a-c of this Article, and Freeday/FTO/DAT day bids must be awarded at least seventy-two (72) hours before the beginning of the month in which they take effect.
- 4. Nothing in this Agreement shall prevent the Company from assigning shifts and days off to new hire probationary Employees. Probationary Employees shall be considered in training, and shall be assigned shifts and days off, but not used as Relief Agents, during the first thirty (30) days worked of their probation. Thereafter, probationary Employees shall bid shifts and days off according to their seniority on the next scheduled bid.
- 5. An Employee who returns from an approved leave of absence will, by exercising his seniority, select a shift and days off that his seniority would allow him to hold according to the current shift bid.
- 6. An Employee may file a permanent shift and day off bid. The permanent bid will be distributed to the Company, Station Union Representative ~~shop steward~~, and the Employee. Once on file with the Company, the permanent bid will stand as the Employee's official bid in the event an Employee fails or is unable to file a bid during the location's regular bid process. If an Employee wants to change his permanent bid he may do so at any time. All bids on file before the bid

closes will be considered. Any Employee who does not have a bid on file will be assigned to a shift and days off after bids are awarded. If more than one Employee is to be assigned, the remaining available shifts and days off will be offered in order of seniority.

E. **Job Duties.** Job duty preferences will be indicated on the work schedule bid. All job duties are subject to change at any time without advance notice. Job duty preferences will not be gate specific or to a select work area. Job duties on the work schedule bid represent a preference for Employees and are not subject to the grievance process.

F. **Holiday Pay.** An Employee who is excused from work on a designated holiday shall receive a regular day's pay therefore.

G. **1:00 A.M.-5:00 A.M. Shift.** If a shift is established with a starting hour at or after 1:00 A.M. but before 5:00 A.M., the Employee shall be paid time and one-half of his regular rate of pay for the portion of such shift which falls between such hours.

H. **Posting Shift Assignments.** The regular shift assignments shall be prepared and posted at each location at least seventy-two (72) hours in advance of becoming effective.

I. **Rest Periods.** All Employees shall be granted a fifteen (15) minute rest period for each four (4) hours of a scheduled work shift. Consistent with the requirements of the service, the Company shall make a reasonable effort to schedule rest periods as near as possible to the midpoint of each half of an Employee's shift; however, in no event shall rest periods be scheduled to commence in the first hour of an Employee's shift or in the last hour of an Employee's shift.

J. **Jury Duty.** Employees absent during their normal work day for the purpose of serving as a juror shall be entitled to their regular pay for the number of authorized days off. If the Employee is required to report for jury duty the next morning, the Employee shall not be required to work beyond 10:00 P.M. the night before jury duty but shall receive pay for the balance of his scheduled shift. Whenever the Employee is released from jury service that lasts four hours or more, he shall be allowed ten (10) hours rest before reporting back to work. An Employee receiving a jury summons shall notify his supervisor immediately and shall provide the supervisor with written proof of time spent on jury duty with actual dates and



hours of service. When an Employee provides documentation that jury duty is anticipated to extend two full weeks or more, the Employee will be given the option to have his work schedule adjusted during the second and following weeks so that the Employee receives two days off per week. If the Employee takes this option, he will not be eligible for overtime on the adjusted days off. When an Employee is released from jury duty at least two hours prior to the start of his shift, and jury duty lasted less than four hours, the Employee will be required to report to work.

K. **Shift-Trades.** The trading of a work shift or day off between Employees within the same classification shall be permitted if a request in writing, signed by all of the trading Employees, is submitted to the appropriate station management at least ~~twelve (12)~~ eight (8) hours in advance of the starting time of the first intended trade, provided the Employees involved are capable, current, and qualified for performing the job functions traded. Requests submitted less than ~~twelve (12)~~ eight (8) hours prior to the first intended trade are subject to management approval. Shift trades submitted and time stamped two days or more in advance of the first intended trade will be approved at the end of the following day from the time the agent submitted the signed and properly completed shift trade form to appropriate station management, provided the employees involved are capable, current, and qualified for performing the job functions traded. The submittal of shift trade requests will not be permitted until Freeday/FTO/DAT bids are awarded and shifts are established. ~~Freeday/FTO/DAT day bids must be awarded at least 72 hours before the beginning of the month in which they take effect.~~ Employees who trade become responsible to work the shift agreed to as if it were part of their regular shift assignment. No trade can involve more than four (4) persons. Trades involving probationary Employees in their first thirty (30) days worked of service are subject to Company approval.

Once electronic shift trades are available online, all shift- trades must be submitted to the appropriate system.

1. **Approval.** The trading or giving away of a work shift shall be permitted when agreed to by two (2) Employees when the above-mentioned requirements have been met, subject to the approval of the Company.
2. **Rate of Pay.** It is expressly understood that in each case of a trade or giveaway, the Company shall pay the Employee who actually performed the work for the hours actually worked at straight time.

[Example (1): Agent A works for Agent B during a pay period. In return, Agent B works for Agent A during the same pay period. Result: No changes in pay for either individual. Example (2): Agent A works for Agent B during any pay period of the month and Agent B does not repay the shift trade during that same pay period. Result: Agent A shall receive eight (8) hours additional straight time pay on the check that he receives for that pay period, and Agent B shall receive eight (8) hours less. Agent B can only receive the eight (8) hours straight time pay when he actually works for Agent A on some future date.]

3. **Overtime Exclusion.** No overtime shall be created by a shift trade or give away.
4. **Reporting Requirements.** Until electronic means become available, all trade agreements and shift giveaways must be in writing, signed by all parties involved, and be submitted to station management in order to be considered valid. Shift trades and giveaways of less than a full shift shall be permitted. An Employee who commits to work a shift other than his own shall be required to report on time.
5. **12 Day Rule/Double Rule.** Employees shall not be required to work more than twelve (12) days in a row, nor required to work more than three (3) consecutive double shifts, nor permitted to work more than five (5) consecutive double shifts. The Employee off because of giving away of a shift shall be eligible for overtime as out-lined in Article Seven (Overtime) of this Agreement.
6. **Preserving Seniority.** It is understood that the shift/day trade provisions of this Article may not be used to circumvent the awarding of shifts as described in Article Eight (Seniority).
7. **Giveaway/Mandatory.** An Employee required to work an overtime assignment may elect to giveaway such assignment by means of a shift giveaway upon verification by the Company. The Employee shall then be classified under Article Seven, Paragraph I, Sub-~~p~~**P**aragraph 1(e), for any other overtime call out procedures.

8. Shift Overlap. Shift trades in accordance with Paragraph K of this Article that overlap up to thirty (30) minutes shall be approved unless, in management's discretion, operational needs prohibit. Shift trades that overlap more than thirty (30) minutes may be approved at management's discretion.

L. 10 Hour Rest Rule. Employees shall not be scheduled regular shift assignments which shall cause Employees to have less than a ten (10) hour rest period between shifts, except as a result of a shift bid change, shift trade, or voluntary overtime assignment. If, due to a mandatory overtime assignment of four (4) hours or more, an Employee receives less than ten (10) hours of rest before his next regular scheduled shift, that Employee will elect one of the following two options:

1. Receive ten (10) hours rest, and be paid at his regular straight time rate for time lost from his regular work shift because of that rest; or
2. Waive the ten (10) hour rest requirement and be paid at the double time rate for all hours worked that were considered part of the ten (10) hour rest period.

M. Local Agreements. The provisions of this Article may be changed by local agreement to provide for different work schedules in regards to Section One of this Article (Hours of Service), Article Seven (Overtime), and Article 14 (Vacations).

## SECTION TWO RELIEF AGENTS

- A. **Coverage.** Where established by the Company, Employees may be assigned to relief duties for the purpose of covering any absence. These shifts shall not have clearly defined work weeks since their work shall vary dependent upon the work week of the Employee whom they are relieving. In order to provide such allowance for days off to such relief personnel, the Relief Agent shall be entitled to a minimum of four (4) days off for each two (2) week period in the specified bid period. Where there is an odd number of weeks in the bid period the Relief Agent shall be entitled to two (2) days off for the odd week in that specified bid period.
- B. **Base Shift.** On days on which the Relief Agent cannot be scheduled to a relief assignment, he shall have hours of service and days of rest as established by the Company. Base shifts shall not include Saturdays or Sundays as scheduled days off. Base shifts will be established as A.M. or P.M. shifts and will not be used to cover an absence outside of that designation.
- C. **Notification/Changes.** Relief Agents may have their base hours temporarily changed with at least twelve (12) hours' notice prior to the start of the new shift assignment. However, a Relief Agent will not be required to report to a shift without at least a ten (10) hour rest period.
- D. **Bidding.** Relief shifts shall be bid as prescribed in Section One, Paragraph D, of this Article and shall be identified appropriately.
- E. **Relief Shifts.** Relief shifts shall be bid separately in 1) Ramp; 2) Provisioning; 3) Operations; and 4) Air Freight. Relief Agents ~~b~~**B**ids shall be designated as A.M. or P.M. shifts. A.M. Relief Agents will be used only to cover A.M. shifts. P.M. Relief Agents will be used only to cover P.M. shifts.
- F. **Premium.** Relief Agents shall receive a premium of ~~one hundred seventy-five dollars (\$175.00)~~ **two hundred thirty-five dollars (\$235.00)** per month, in addition to inconvenience shift premium, which shall be added to their base pay during each month they work.

G. **Day Off Status.** Relief Agents shall be covered under Article Seven for overtime purposes. For the purpose of applying the overtime provisions of Article Seven, Relief Agents shall be considered on first day off status on their first scheduled day of rest and second day off status on all subsequent days of rest (when more than two (2) continuous days off are scheduled).

H. **Allowable Amounts.** The number of Relief Agents per station shall be determined by the Company; however, the maximum number allowed shall be calculated separately based on the number of Employees on the current shift bid in each location for 1) Ramp; 2) Provisioning; 3) Operations; and 4) ~~Air~~ Freight, as follows:

1-20 Employees	2 Relief Agents
21-30 Employees	3 Relief Agents
31-40 Employees	4 Relief Agents
41-50 Employees	5 Relief Agents
51-60 Employees	6 Relief Agents
61-70 Employees	7 Relief Agents
71-80 Employees	8 Relief Agents
81-90 Employees	9 Relief Agents
91-100 Employees	10 Relief Agents
101-110 Employees	11 Relief Agents
111-120 Employees	12 Relief Agents
121-130 Employees	13 Relief Agents
131-140 Employees	14 Relief Agents
141-150 Employees	15 Relief Agents
151-160 Employees	16 Relief Agents
161-170 Employees	17 Relief Agents
171-180 Employees	18 Relief Agents
181-190 Employees	19 Relief Agents
191-200 Employees	20 Relief Agents
201-210 Employees	21 Relief Agents
211-220 Employees	22 Relief Agents
221-230 Employees	23 Relief Agents
231-240 Employees	24 Relief Agents
241+ Employees	25 Relief Agents

## ARTICLE SEVEN OVERTIME

A. **Computation.** For pay purposes, the overtime rate of time and one-half shall be computed on an actual minute basis adjusted to the nearest tenth (1/10) of an hour, with a minimum of three quarters (3/4) hour overtime. If an Employee elects to waive the requirements for the minimum three quarters (3/4) hour overtime, he may do so if approval is obtained from a supervisor. For the purpose of this Article only, it is expressly understood and agreed that a part-time Employee's seniority shall be the date he was placed in the classification in which he is working.

B. **Time and One-half.** Employees shall be paid an hourly rate of time and one-half for:

1. **First 4 Hours.** The first four (4) hours worked either prior to or after an Employee's regular shift.
2. **First 8 Hours.** The first eight (8) hours worked on one of the two regularly scheduled days off.

C. **Double-time.** Employees shall be paid an hourly rate of double-time for:

1. **Excess of 8 Hours Overtime.** All hours in excess of the first eight (8) hours worked on one of the two regularly scheduled days off each work week.
2. **Second Scheduled Day Off.** For all time worked on the second regularly scheduled day off in a work week, if a minimum of four (4) hours overtime on the first day off was also worked.
3. **Excess of 12 Hours.** For all time worked in excess of twelve (12) hours in any work day.
4. For all time worked due to mandatory overtime assignments.
5. **For an Employee who works another Employee's mandatory overtime assignment.**

D. **Notification.** Whenever possible, Employees in a shift shall be given a minimum of two (2) hours notice of overtime. It is specifically understood that no notice shall be necessary whenever normal station operations are jeopardized. The Union and the Company agree that less than two hours notification is not desirable, and the provisions of this Article must be considered when notifying an Employee of an overtime assignment. When it becomes necessary for Employees to work overtime, they shall not have their regular work schedule altered to fill an overtime assignment.

E. **Authorization.** Overtime shall be worked only by direction of the proper supervisor of the Company, except in cases where normal station operations are jeopardized and where prior authority cannot be obtained.

F. [Intentionally left blank.]

G. **Continuous With Overtime.** If a known overtime assignment of less than four (4) hours is available, it shall be filled by continuous with overtime (shift extension) as follows:

1. **Posting.** A column in the call book (Appendix A) shall be available for an Employee to indicate that he is volunteering to work continuous with overtime. The Employee will indicate either, "B" for before scheduled shift, "A" for after scheduled shift, or "X" for both.
2. **Agreement.** When an Employee signs this sheet, it constitutes his agreement to work the overtime.
3. **Seniority.** Assignments shall be made to the most senior qualified Employee(s) on the sign-up sheet.
4. **Reverse Order.** If no one signed up for overtime continuous with the beginning or ending of his shift, assignments shall be made in reverse order of seniority. If there is an Employee with less seniority who gets off later but can cover a portion of the overtime needed, the more senior Employee shall be released when the more junior Employee becomes available. This "stair stepping" of mandatory overtime shall only be done one time per assignment.



5. **Rest Period.** For continuous service **before or** after regular working hours, Employees shall not be required to work more than two (2) hours without being allowed a fifteen (15) minute rest period, or be required to work more than four (4) hours without a paid thirty (30) minute meal period.

H. **Splitting Assignments.** The Company may cover less than a full shift of available overtime, but if a block of four (4) or more consecutive hours is to be covered, the block shall not be split for assignments unless no one is eligible and available in the call book.

I. **Overtime Call Book.** If a known overtime assignment of four (4) hours or more is available, the overtime call book for each bid location shall be utilized. In accordance with Appendix A, to be eligible for this overtime, an Employee must complete and sign the overtime call book in ink, and must initial, in ink, any subsequent deletion or changes. All such changes must be witnessed and initialed by a supervisor. A standard overtime call book shall be used at all stations and offices. Overtime call books shall be posted for a minimum of fourteen (14) days in advance. When an Employee signs the overtime call book, it shall constitute his agreement to work on the day for which he signed, and normal attendance rules shall apply.

1. An Employee who is assigned voluntary overtime and reports ill will be paid sick pay at his regular rate of pay. A maximum of eight (8) hours sick pay will be paid for that day. All attendance rules will apply in accordance with Article 23.
2. **Assignment Order.** Assignments from the overtime call book shall be assigned to qualified Employees in the following descending order:
  - a. By scheduling of the senior Employee of that bid location who is on his first day of rest, or who is on his second day of rest and has not worked four (4) or more hours of overtime on his first day of rest. If no such Employee is available, then:
  - b. By scheduling of the next senior Employee of that bid location who is on his regular workday and is at work, or has left work. If no such Employee is available, then:

- c. By scheduling of the senior Employee of that bid location who is on his second day of rest and who has worked four (4) or more hours of overtime on his first day of rest. If no such Employee is available, then:
  - d. By scheduling of the senior Employee of that bid location who has adjusted his hours because of a shift trade. If no such Employee is available, then:
  - e. By scheduling of the senior Employee of that bid location who is on a shift giveaway. If no such Employee is available, then:
  - f. By scheduling of the senior Employee of that bid location who is on a Freeday/FTO. If no such Employee is available, then:
  - g. By scheduling of the senior Employee of that bid location who is on vacation. If no such Employee is available, then:
  - h. By scheduling of the senior Employee of that bid location who is on an EAD. If no such Employee is available, then:
  - i. By scheduling of the senior Employee of that bid location who has completed and signed the overtime call book below the close out line.
3. **Complete Utilization of Call Book.** An Employee who has worked an overtime assignment of four (4) hours or more in his overtime day has fulfilled his obligation to work voluntary overtime for that day, but shall be eligible for further overtime assignments after all other Employees above the close out line in the overtime call book have been utilized.
4. **Closing/Notification.** The overtime call book for the following day shall be closed at ~~4200~~ **1100** hours of the preceding day or sooner when the station or office closes prior to ~~4200~~ **1100** hours. The Company shall, **under normal circumstances,** ~~attempt to~~ assign known overtime assignments within two (2) hours after the overtime call book is closed.

5. **Assignment/Preference.** When completing and signing the overtime call book, Employees shall indicate their preference for either an A.M. ~~or~~, P.M., **or overnight** overtime assignment, or **both a combination of the three**. Employees who indicate a preference for an A.M. overtime assignment in the overtime call book shall not be called for voluntary overtime assignments beginning at or after 12:00 noon on that date. Employees indicating a preference for P.M. overtime assignments in the overtime call book shall not be called for voluntary overtime assignments beginning before 12:00 noon on that date. **Employees indicating a preference for overnight overtime assignments in the overtime call book shall not be called for voluntary overtime assignments beginning before 2100 hours on that date.** ~~When overnight shift(s) are scheduled, the overtime call book will be discussed and will be modified by local agreement in accordance with Article Six, Paragraph M.~~
6. **Mandatory Assignments.** The Company and the Union agree that mandatory overtime assignments are not in the best interests of either party. To maximize voluntary overtime utilization, the Company must make overtime known to the Employees, and Employees must utilize the overtime call book to the fullest. If a sufficient amount of overtime is not voluntarily obtained or if no one signed the overtime call book, the Company shall **under all circumstances seek volunteers before requiring** ~~require~~ Employees to work the overtime. It shall only be assigned as outlined in Article 7.I.2. a., b., and c. in reverse order of seniority. **All mandatory assignments shall have a beginning and end time.**
- a. However, when an Employee trades or gives away his entire shift or any portion of his shift, and
- then cancels or trades back to his original shift after initial callout assignments have been made, and
  - the original trade or giveaway made that Employee ineligible for a mandatory callout assignment that he would have received, then
  - that Employee will continue to be eligible for assignment as outlined in Article 7.I.2. a, b, and c, in reverse order of seniority, and will be eligible to be given one mandatory

assignment when on “d” status during the next seven (7) calendar days.

- b. Employees will only be required to work on one (1) of their regularly scheduled days off. However, in the event of an emergency situation and the Employee is mandatoried to work both scheduled days off, the Employee will be paid for the second scheduled day off at the applicable overtime rate plus an additional one half (1/2) time at his regular rate for all hours worked during the overtime assignment.

7. **Recall.** Employees recalled to work shall be paid a minimum of four (4) hours at the applicable overtime rate.

8. **Vacation Status.** Employees who volunteer to work while on vacation shall be paid at the rate of time and one-half for the first eight (8) hours of all vacation days worked and double-time for all hours in excess of eight (8) hours in one day. Standard overtime rates and guidelines apply on days off prior to and immediately following vacation days.

9. **Standard Overtime Call Book.** (Appendix A).

J. **Freight.** Where separate freight bid locations are maintained, an overtime call book shall be maintained in each bid location within the Operations/Freight location. Overtime within a bid location shall be filled first from within the bid location if Employees within that bid location have signed the call book. If no one within the bid location has signed the call book, overtime shall be awarded from the call book at the other bid location to Employees who are qualified and current for the position for which overtime is required. The determination of qualification and the currency necessary to be eligible for overtime in a bid location shall be at the sole discretion of the Company. If no one signs the call book at either bid location, the overtime shall be assigned to the junior available Employee within the bid location, as outlined in Article 7.1.2. a., b., and c.

K. **Overtime Sheets/Unsigned.** Any Employee who has not signed the overtime call book shall have no rights under the grievance procedure (Article Twenty) in case of a dispute as to voluntary overtime.

L. **Charters.** A column in the call book (Appendix A) shall be available for an Employee to indicate a preference to work charter overtime. Employees will be ineligible for one-day charters if the charter is scheduled to overlap an ~~e~~Employee's scheduled hours. For two-day charters, overlaps are permitted on the 2<sup>nd</sup> day. Overtime compensation for Charters shall be as follows:

1. **One-Day.** Agent shall be paid the applicable rate beginning one **(1)** hour prior to charter, deadhead, or ferry flight departure, until thirty (30) minutes after the arrival at the agent's base station.
2. **Two-Day.** Agents shall be paid the applicable rate for activities associated with a charter on the first day. If call out, a minimum of four (4) hours shall be paid. Agents shall be paid the hourly rest period rate of three (3) dollars an hour for an eight (8) hour rest period. The rest period shall begin thirty (30) minutes after termination of the first day of charter operation. If the rest period extends beyond the eight (8) hours, the agent shall be paid the applicable overtime rate for all hours of the second day. If the rest period does not extend beyond eight **(8)** hours, the applicable overtime rate shall resume one **(1)** hour prior to the first departure of the second day and continue until thirty (30) minutes past the agent's arrival at his base station. When applicable, the Employee shall be considered on deadhead positive space status when returning to base station.
3. **Expenses.** Employees shall receive ~~\$35.00~~ **\$50.00** per day while on charters. A single hotel room shall be provided at the Company's expense during the rest period mentioned above.

## ARTICLE EIGHT SENIORITY

A. **Company Seniority.** Company seniority shall be defined as an Employee's continuous length of service with the Company and shall determine length of vacation, if any.

B. **Classifications Seniority.** For any other purposes, classification seniority shall govern and shall be defined as the length of service for which an Employee receives credit in any of the classifications listed below, accruing from the date of entering such classification. The classifications to be recognized for seniority purposes are:

1. Ramp/Provisioning Agents; and
2. Operations/Freight Agents.

Each classification shall be divided into two (2) job titles. The Ramp/Provisioning Agent Classification shall contain the following job titles:

1. Ramp Agent; and
2. Provisioning Agent.

The Operations/Freight Agent Classification shall contain the following job titles:

1. Operations Agent; and
2. Freight Agent.

Furthermore, effective June 14, 2001, Employees under the scope of this Agreement will begin to accrue seniority within both classifications ("R/O Seniority").

Classification seniority shall determine:

1. Choice of vacation (within a job title);
2. Shift assignments including days off (within a job title);
3. Reduction in force; and
4. Filling of vacancies within a classification.

Notwithstanding the provisions of the preceding paragraph, where a station has nine (9) agents or less in Operations and Freight combined, choice of vacation assignments shall be determined by classification seniority within the Operations/Freight classification. Stations with nine (9) agents or less combined that currently choose vacations separately shall continue to do so (e.g., Amarillo, Harlingen, and Indianapolis), unless there is a significant reduction in flight activity at such station, in which case the Company and the Union will meet to discuss in good faith whether such procedure should be changed. Any other deviation from this policy will be permitted only by a local agreement, as provided for in Article 6.

- C.
1. Company seniority shall begin from the date placed on the payroll as an Employee, and in the event that two (2) or more Employees have the same seniority date, the older Employee will appear first on the seniority list.
  2. Effective upon the ratification of this Agreement, Employees entering a classification on the same date will appear on the seniority list in the following order:
    - a) Employees with Company seniority within a classification covered by this Agreement, in the order of length of seniority in such classification;
    - b) Employees with other Company seniority, in the order of length of Company seniority;
    - c) Employees with no prior Company seniority.

Nothing contained herein shall alter the existing seniority position of Employees in either classification covered by this Agreement upon the date of ratification of this Agreement.

D. **Seniority List.** Seniority lists shall be compiled as of January 1 and July 1 of each year, and be published, by posting, by January 15 and July 15 of each year. A copy of the seniority list shall be furnished to the Union Office on or before the posting date. Seniority lists are established for the following classifications:

1. Ramp/Provisioning Agents; and
2. Operations/Freight Agents.

NOTE: Seniority lists shall also contain R/O Seniority established on June 14, 2001.



E. **Corrections to Seniority List.** Employees shall have ~~thirty (30) fifteen (15)~~ days after **January 15 and July 15 of each year** ~~the publication date of the seniority list~~ to protest any omission or incorrect position affecting their seniority.

F. **Termination.** Any Employee whose employment terminates shall forfeit his seniority rights.

G. **Probation.** All new Employees shall serve a probation period of one hundred eighty (180) calendar days. During this period, a new Employee has an opportunity to demonstrate his qualifications and ability to adapt to Company policies and procedures. The probation period affords the Company an opportunity to evaluate the Employee's qualifications and ability to perform tasks assigned. Probationary Employees shall bid for shifts under the provisions of Article Six, Section One, Paragraph D, and exercise the use of shift trades and giveaways under the provisions of Article Six, Section One, Paragraph K, after the completion of the first thirty (30) days worked of their probationary period. Trades involving Probationary Employees in their first thirty (30) days of service worked are subject to Company approval.

Sick leave shall accrue but may not be taken during the first thirty (30) days of an Employee's probation period. In the event a Probationary Employee is granted a leave of absence for any reason, the probation period shall be extended by the number of calendar days equal to the period of the leave.

H. **Loss of Seniority.** Employees shall lose their seniority status and their names shall be removed from the seniority lists under the following conditions:

1. They quit or resign;
2. They are discharged for just cause;
3. They are absent without calling in for three (3) consecutive days;
4. They do not inform the Company in writing or by telegram of their intent to return to service within ~~seven (7)~~ **fourteen (14)** days following the Company's sending notice of recall from furlough;
5. They do not return to service on the date specified in a notice of recall from furlough;

6. They transfer to another position or department in the Company not covered under the scope of this Agreement for a period exceeding one hundred eighty (180) consecutive calendar days;
7. They are furloughed and not recalled to service with the Company within ~~five (5)~~ seven (7) years from date of furlough; or
8. They are on medical leave of absence in excess of ~~thirty-six (36)~~ forty-eight (48) consecutive months.

Nothing contained in this Paragraph shall prevent the Company and the Union from mutually agreeing to waive the requirements imposed by it.

I. **Promotion/Transfer.** Employees promoted to a supervisory position or who transfer ~~from one classification~~ to another position or department in the Company not covered under the scope of this Agreement shall retain seniority for a period of one hundred eighty (180) calendar days ~~in the classification from which they were promoted or transferred~~ but shall not continue to accrue seniority. Employees while occupying supervisory positions shall not be considered as working under the terms of this Agreement for the purpose of accruing seniority. Those who were promoted to a supervisory position prior to ratification of this Agreement will continue to retain seniority. For the purposes of this provision, supervisory positions will be defined as: Ramp Supervisor, Provisioning Supervisor, Cargo Supervisor.

## ARTICLE NINE TRAINING

- A. **Rate of Pay.** The Company shall make every reasonable effort to schedule Employees to attend training classes, **including computer-based training,** during their regular shift; however, any time spent in working, training, badging, or traveling, over and above the regular shift, shall be considered overtime and shall be paid at the applicable overtime rate.
- B. **Day off Status.** An Employee required by the Company to attend classes, **including computer-based training,** on the Employee's day or days off shall be paid for the day or days at the applicable overtime rate.
- C. **Expenses.** When an Employee is away from his base station on Company business, the Company shall defray the Employee's reasonable and actual expenses covering meals (not to exceed ~~\$35.00~~ **\$50.00** per day), lodging, tips, laundry, and transportation. Expenses must be properly substantiated by receipts.
- D. **New Equipment.** When any new type of equipment is put into service by the Company, and an Employee is required to operate such equipment as a part of such Employee's duties, the Employee shall be given an opportunity to become familiar with such new equipment. The Company shall ~~insure~~ **ensure** that Employees are adequately trained before being required to operate such equipment.

## ARTICLE TEN PART-TIME EMPLOYEES

A. **Company Rights.** Notwithstanding any other section or language contained herein, the Company may, at its option, employ part-time Employees at all stations in all classifications covered by this Agreement. Nothing contained in this Article will prevent the Company and the Union from mutually agreeing to waive the requirements imposed by it.

B. **Furloughed/Displaced.** No full-time Employee will be furloughed or displaced with a part-time Employee nor be forced to accept part-time due to a change in station part-time limitations. Full time vacancies caused by furlough will not be filled by a part-time Employee for a minimum of one year.

C. **Percentage Limits.** ~~Upon date of implementation (March 16, 2016), the number of parttime Employees in the system within a classification covered by this agreement shall not exceed 13%. Those stations where flight activity exceeds 12 departures per day may not exceed 18% of any classification as part-time agents.~~

In stations where flight activity does not exceed twelve (12) departures per day, **one hundred percent (100%)** of Employees may be part-time and are excluded from the maximum percentages for the system. However, in stations where flight activity does not exceed twelve (12) departures and are grandfathered per Article 2.F.2 of this ~~a~~**A**greement, the Company may go up to **one hundred percent (100%)** part-time Employees through attrition only and are included in the maximum percentages for the system.

~~On the one-year anniversary of the date of implementation (March 16, 2017), the following limits apply regarding stations with flight activity that exceeds 12 departures per day:~~

- ~~• Maximum system percentage will not exceed 15%~~
- ~~• Stations with flight activity greater than 12 departures per day will have a maximum of 20% part-time Employees for each station's individual classification.~~

~~On the three-year anniversary of the date of implementation (March 16, 2019),~~  
~~†The~~ following limits apply regarding stations with flight activity that exceeds twelve  
(12) departures per day:

- Maximum system percentage will not exceed seventeen percent (17%).
- Stations with flight activity greater than twelve (12) departures per day will have a maximum of twenty-two percent (22%) part-time Employees for each station's individual classification.

In calculating percentages, the Company will round to the nearest whole number.

1. **Compliance.** In complying with the percentages, the Company will not be required to upgrade any part-time Employee until a vacancy or conversion of a part-time shift to a full-time shift occurs within the classification.
2. **Non-Compliance.** At any time the system classification or station exceed the part-time limitation set forth in Article 10.C., no part-time vacancy will be filled, and an equal number of part-time agents over the limit, in order of seniority, will be paid a penalty of ten (10) hours of straight time pay each week until the system classification or station is in compliance with the part-time limitation.

D. The ratio of part-time shifts to total part-time headcount cannot exceed the ratio of full-time shifts to total full-time headcount for all A.M. shifts. For calculation purpose ratios will be presented as “percent of the total”. For example:

FT Employees	500	PT Employees	90
FT AM Shifts	300	PT AM Shifts	54
% of AM FT Shifts	60%	% of AM PT Shifts	60%

The same formula will apply to weekend ~~A.M.~~ part-time. For example:

FT <del>AM</del> Employees	300	PT <del>AM</del> Employees	54
FT <del>AM</del> Wkend Sat/Sun Off	30	PT <del>AM</del> Wkend Sat/Sun Off	6
% of FT <del>AM</del> Wkend Sat/Sun Off	10%	% of PT <del>AM</del> Wkend Sat/Sun Off	10%

NOTE: Part-time shifts will fluctuate based on the number of full-time A.M. lines on the schedule bid.

E. The Company will not put two (2) part-time shifts back-to-back to replace what was previously a full-time shift (e.g., schedule a 6:00 a.m. to 10:00 a.m. part-time shift and a 10:00 a.m. to 2:30 p.m. part-time shift to replace a 6:00 a.m. to 2:30 p.m. full-time shift); ~~except on weekends this is permissible.~~

F. **Scheduled/Minimum.** Employees classified as part-time will be scheduled a minimum of four (4) consecutive hours in a day, **twenty (20)** hours in a work week, and not more than five (5) consecutive days in a work week.

G. **Scheduled/Maximum.** An Employee classified as part-time will not be scheduled to work more than thirty (30) hours in a work week (exclusive of meal periods) and will be paid the applicable overtime rate for any time worked in excess of his scheduled hours in a day. Except, however, in stations where scheduled flight activity increases by a minimum of thirty percent (30%), part-time Employees may be scheduled to work up to **forty (40)** hours in a work week (exclusive of meal periods) for up to four (4) consecutive months in a calendar year, and only once in a station in that calendar year. The Company will notify the local **Union** ~~R~~Representative prior to each implementation.

H. **Meal Period. If a shift is scheduled for at least four and a half (4.5) hours but less than eight (8) hours, the lunch shall be scheduled in the middle two hours of the shift.**

~~HI.~~ **Benefits.** Part-time Employees will participate in the profit sharing and 401(k) plans. Part-time Employees will receive individual coverage under any Plan Option contained in the Company's "Benefits Plus Plan" as if their status was full-time. The "Benefits Plus Plan" coverage shall be individual coverage only. Part-time Employees may purchase coverage for eligible family members pursuant to the Company's benefit plan. Full-time Employees who become part-time Employees after the date of ratification of this Agreement who are covered under the Company's "Regular" medical plan shall retain the individual coverage under such "Regular" plan until the Company's next open enrollment election period. Coverage for eligible family members may be continued during this interim period provided the Employee pays the actuarial cost for such coverage. Part-time Employees enrolled in the Company's "Regular" medical plan as of the date this Agreement is ratified may continue such enrollment for so long as such Employee remains a part-time Employee.

**IJ. Uniforms.** Uniform requirements for part-time Employees will be the same as for full-time Employees.

**JK. Vacation Pay.** Part-time Employees will be the same as full-time Employees to the extent that they shall be relieved from duty for the vacation period from a part-time work schedule as opposed to a full-time work schedule.

**KL. Bidding.** Part-time Employees will bid shifts by classification separate from full-time Employees of the same classification.

**LM. Bidding Vacation/Freedays.** Part-time Employees will bid vacation and day free of the Company by classification seniority along with full-time Employees of that classification.

**MN. Upgrade Restrictions.** A part-time probationary Employee may bid a full-time vacancy in his classification at his location at any time and may bid a full-time vacancy in his classification at any location after ninety (90) calendar days.

**NO. Adjusted Seniority.** When a part-time Employee bids a full-time position, the Employee will be granted bidding and classification seniority equal to seventy-five percent (75%) of the Employee's time from date of hire, **rounded up to the nearest whole day,** in such part-time classification.

**OP. Furloughs.** Part-time Employees will be furloughed at a station or facility before any full-time Employee at that station in that same classification is affected by such furlough.

**PQ. Moving Expenses.** The moving expenses article (Article Twenty-One) will apply to part-time vacancies.

**QR. Sick Leave.** Sick leave will be accumulated in accordance with Article Thirteen, Section One.



## ARTICLE ELEVEN FILLING OF VACANCIES

A. **Permanent Bid File.** Vacancies in all Ramp, Provisioning, Operations, and ~~Operations (Air Freight)~~ positions shall be filled from the permanent bid file in the office of the appropriate department head. When a vacancy occurs, the senior Employee in that classification who has a bid on file shall be offered the opportunity to transfer. All permanent bids shall be in writing until an electronic system has been established in accordance with Side Letter of Agreement Number Nine. An Employee who accepts a lateral transfer as the result of his bid or who, more than **twenty-four (24)** hours after being notified of an award, refuses to accept a transfer for which he bid, shall not be eligible for a vacancy, other than a new station vacancy, for a period of six (6) months from the time of his assignment or refusal and shall have all other bids on file at the time voided. If any Employee elects to have their bid removed, they must submit their request.

B. **Bids on File.** All bids must be on file on the date that the vacancy is approved.

C. **Submission of Bids.** All bids on file shall be discarded each December 31<sup>st</sup>, and interested bidders may re-submit any bid they desire. Any bids received during December shall be considered valid for the following year.

D. **Travel Leave.** An Employee transferring from one city to another shall be allowed, after awarding of the bid, one (1) unpaid day of leave, plus an additional one (1) unpaid day for each five hundred (500) miles, or portion thereof, by the most direct AAA highway mileage between the two cities, **or the most direct air route between the two cities if any portion is overseas (e.g., LAX to HNL, DEN to OGG),** to report to his new assignment.

1. Travel days to a new station/department opening will be paid at the regular rate of pay for **eight (8)** hours per day, based on one (1) day of leave, plus an additional one (1) day for each five hundred (500) miles or portion thereof, by the most direct AAA highway mileage between the two cities, **or the most direct air route between the two cities if any portion is overseas (e.g., LAX to HNL, DEN to OGG),** to report to his new assignment.

E. **New Stations/New Departments.** Bids for all positions at newly established stations/departments shall be advertised far enough in advance to allow interested persons time to submit bids. To be eligible to bid, the Employee must be below the Final Warning stage of Article Twenty-Three. Moving expenses shall be handled in accordance with Article Twenty-One. Employees will bid shifts in accordance with Article 6 for opening day. From the report date to the day prior to opening, Employees will be assigned a temporary schedule by seniority.

F. **Lateral Transfers.** Vacancies within a classification shall be filled by the senior bidder, according to classification seniority.

G. **Other Vacancies.** When there are no bids within the classification for a lateral transfer to fill a vacancy, the position will be filled in accordance with Company policy ~~by qualified applicants.~~ **However, active discipline less than a Final Letter of Warning shall not disqualify applicants from within the scope of this Agreement from interviewing.** When ~~qualified~~ applicants include Employees from within the scope of this Agreement, ~~those Employees will be interviewed and will be given preferential consideration over applicants from outside the scope of this Agreement.~~ **the position shall be filled by the most senior applicant who management determines to be qualified for the available position. Applicants who do not receive an interview or who are determined by the Company to be unqualified for the position shall have the option to request a review with Station Leadership to better understand what improvements are needed.** ~~Any selection which includes applicants from outside the scope of the Agreement is subject to review through the grievance process.~~

## ARTICLE TWELVE LEAVES OF ABSENCE

A. **Approval/Refusal.** When requirements of service permit, any permanent Employee hereunder may, upon proper written application, and with approval of the Company, be granted a leave of absence or extension of leave. Such approval or refusal shall not be subject to review by a System Board of Adjustment.

B. **Gainful Employment.** Any Employee hereunder on leave of absence engaging in gainful employment without prior written permission from the Company may be terminated.

C. **Approved Leaves of Absence.**

1. **Personal Leaves of Absence.** An Employee, upon proper application and with the approval of the Company, may be granted a leave of absence not to exceed ninety (90) calendar days for reasons other than illness, injury, temporary disability, or military leave. An Employee granted a personal leave of absence shall **retain and** continue to accrue seniority for **pay, sick leave, and vacation accrual purposes for thirty (30) days the duration** of such leave. ~~Thereafter, the Employee shall retain, but not accrue, seniority for pay, sick leave, or vacation accrual purposes.~~
2. **Medical Leave of Absence (including maternity).** Leave of absence will be granted on account of sickness, non-occupational injury, or **non-custodial** pregnancy upon written verification of disability from a qualified medical doctor. The Employee requiring an extension of a medical leave of absence must submit an extension request stating the period of extension requested which must be supported by a doctor's statement specifying the need for an extension. Accrued sick pay may be taken at the option of the Employee during a medical leave of absence. The Company will continue health insurance coverage to the Employee for up to one hundred twenty (120) days from the Employee's last paid day, during which time the Employee shall be responsible for paying any premium the Employee was paying while in active service. Coverage after one hundred twenty (120) days will be available under COBRA at the full applicable COBRA premium. An Employee on medical

leave shall continue to accrue seniority for all purposes for one hundred eighty (180) days from the last day paid, for purposes of pay, sick leave, and vacation accrual, provided that the Employee may not take sick leave or vacation accrued during the period of the leave until after the Employee returns to active service. Thereafter, the Employee shall not accrue seniority for pay, sick leave, or vacation accrual purposes. If the Employee has not returned to duty by the end of a ~~thirty-six (36)~~ **forty-eight (48)** month period, the Employee shall be automatically terminated from employment and all seniority rights forfeited. The Company reserves the right to require an examination by a doctor of the Company's choosing, at any time, at the Company's expense.

3. **Military Leave.** Leave of absence shall be granted to Employees who enlist in the military service. Such Employee shall retain and continue to accrue seniority for pay and all benefit purposes. **Record Improvement under the Attendance Program will proceed as if no time for Military Leave from the job occurred.** Duration of the leave and re-employment rights shall be handled in accordance with applicable **local, state and** federal law, **including, but not limited to, the Uniformed Services Employment and Reemployment Rights Act (USERRA).**
4. **OJI Leave.** OJI Leave shall be granted to Employees in accordance with Article Thirteen, Section Two.
5. **Union Employment Leave.** Union Employment Leave shall be granted to Employees in accordance with ~~p~~**P**aragraph G., below.
6. **Maternity Leave. An Employee who is the custodial birth mother of a child newly born or who experiences a loss of pregnancy after 20 weeks, beginning on or after the date of ratification, will be eligible for maternity leave.**

**Maternity leave will begin upon verification of the disability due to pregnancy from a qualified medical doctor.**

**The Maternity leave will continue for up to six (6) weeks, for natural birth, or eight (8) weeks, for a cesarean birth, after the child's date of birth or the loss of the pregnancy.**

Following the child's date of birth or loss of the pregnancy, an eligible Employee will be paid 40 hours per week at the applicable straight time rate, for either six (6) weeks for a natural birth or eight (8) weeks for a cesarean birth.

In the case of simultaneous births involving two (2) or more children, only a single maternity leave will be granted during the period beginning on the day the first child is born. The number of children naturally born at the same time will not increase the length of maternity leave.

During a Maternity leave the Employee shall retain and accrue seniority for all purposes during such leave and shall be eligible to continue insurance coverage. Employees are required to continue to pay the premiums when they are due; failure to do so will result in termination of insurance benefits.

Medical Leave of Absence and any applicable federal, state, or local leaves will run concurrently.

7. Parental Leave. An Employee who is the biological parent of a child, adopts, or becomes a permanent legal custodial caregiver to a dependent child that formerly was not, but will be living in their home, beginning on or after the date of ratification will be granted an unpaid a leave of absence for a period not to exceed twelve (12) weeks.

An eligible Employee will be paid forty (40) hours per week at their applicable straight time pay rate for the first two (2) weeks. The remainder of the parental leave will be unpaid unless the Employee elects to use accrued vacation or sick leave.

Parental Leave of Absence is not available to a foster parent, a surrogate birth mother or her Spouse or Committed Partner, or an individual that adopts a Spouse's or Committed Partner's child or any child age eighteen (18) or more.

In the case of simultaneous births or adoptions involving two (2) or more children or multiple adoption processes that begin on

different days but occur within the same twelve (12)-week period, only a single parental leave will be granted during the period beginning on the day the first child is born or placed in the Employee's home for adoption and extending twelve (12) months from the date that the last child is placed in the Employee's home for adoption. The number of children naturally born, by surrogacy or otherwise, or adopted at the same time will not increase the length of the parental leave.

Parental Leave of Absence may not begin until on or after the date of birth of the child or the date the child is placed on a permanent basis in the Employee's home. Parental Leave of Absence must be taken on a consecutive basis (not intermittent) within ~~twelve (12)~~ three (3) months of the date of birth or permanent placement in the Employee's home. For a custodial birth mother of a child newly born, this leave will be provided and taken following Maternity Leave as outlined in Paragraph Six (6) of this Article, within the time frames specified in this Paragraph.

During a Parental Leave the Employee shall retain and accrue seniority for all purposes during such leave and shall be eligible to continue insurance coverage. Employees are required to continue to pay the premiums when they are due; failure to do so will result in termination of insurance benefits.

Medical Leave of Absence and any applicable federal, state or local leaves will run concurrently.

D. **Return From Leave.** An Employee hereunder returning from an authorized leave of absence or extension thereof shall be returned to the job held when the leave was granted, unless an Employee with more seniority holds the job as a result of exercising displacement rights or unless the job no longer exists. In either case, he may exercise his seniority rights as set forth in this Agreement. An Employee returning from a leave of absence must give written notice of return to the Company prior to his return.

E. **Restricted Duty.** An Employee will be granted one (1) to eight (8) weeks of continuous restricted duty assignment contiguous with a leave due to an illness, non-occupational injury, or pregnancy upon written notice from a qualified doctor. Restricted duty will be applied as follows:

1. **Assignments.** Because each injury/illness/pregnancy will have unique limitations, requests for assignments to restricted duty will be reviewed on an individual basis and made in accordance with written orders from a qualified doctor. An Employee on restricted duty may not perform work covered by another collective bargaining agreement, or perform work covered by this agreement outside of their job title. An Employee on restricted duty may perform work within the scope of their job title or perform work that is not covered by a collective bargaining agreement. Should an Employee on restricted duty not be able to return to his regular job duties after restricted duty, a Leave of Absence will be granted in accordance with this ~~a~~**A**rticle.
2. **Voluntary.** The Restricted Duty Program is set up on a voluntary basis. Employees do not have to participate in the program if they do not wish to do so. If an Employee chooses not to participate, a Leave of Absence will be granted in accordance with this ~~a~~**A**rticle.
3. **Overtime/Shift Trades.** An Employee on restricted duty will be ineligible for voluntary or mandatory overtime assignment with the exception of a mandatory shift extension of no more than thirty (30) minutes. An Employee on restricted duty will be ineligible for shift pickups or shift trades but will be eligible for shift giveaways or LWOP.
4. **Reduced Hours.** Reduced hours will be allowed for Employees on restricted duty as a result of illness or pregnancy upon written notice from a qualified doctor. Employees with reduced hours may opt to receive sick pay or LWOP hours for scheduled hours affected. Employees on restricted duty must be able to work a minimum of one-~~h~~**h**alf of their regular scheduled shift. Hours worked on restricted duty must be during an Employee's regularly scheduled shift.
5. **Status.** Employees on restricted duty are considered active Employees and shall continue to bid their work schedules, ~~f~~**F**reedays/FTO Days, and vacations as outlined in this ~~a~~**A**greement.

F. **Failure to Return.** Employees failing to return to duty from an authorized leave of absence or an authorized extension thereof shall be deemed to have quit their employment and shall forfeit all seniority rights.



G. **Union Employment.** Employees accepting full-time employment with the Union or the International Union shall be granted a leave of absence for the term of their elected office(s) and/or employment. Employees so affected shall continue to accrue seniority in their last classification prior to the change and shall remain eligible for pass privileges in accordance with the Company's policy so long as this Union remains the exclusive bargaining agent for Employees covered by this Agreement.

## ARTICLE THIRTEEN

### SICK AND OCCUPATIONAL INJURY PAY

#### SECTION ONE

#### SICK PAY PLAN

A. **Accumulation.** Employees are protected by a sick pay plan provided by the Company. Except as otherwise expressly permitted by this Agreement or required by law, sick pay is used only in instances of actual illness or non-occupational injury which prevents the Employee from performing his assigned duties. Sick pay is accrued at the rate of (i) eight (8.0) hours sick pay for full-time Employees and (ii) six (6.0) hours sick pay for part-time Employees for each calendar month worked or majority fraction thereof. Sick pay begins accumulating on the date of employment but cannot be used until the Employee has completed thirty (30) days of his probationary period. The Employee will accrue sick pay to a maximum of two thousand four hundred hours. All Employee's accrued sick days or any part thereof may be used in the event of a prolonged illness.

B. **Charges Against Account.** Charges against sick pay credit will be made only for those days on which an Employee is scheduled to work, including days scheduled as a result of shift trades or voluntary overtime assignments as stated in Article 7.I.1. The maximum for which an Employee will be paid is one shift on any day. Normal attendance rules will apply.

C. **Compensation.** Sick pay compensation will be paid by the Company in an amount equal to the Employee's base rate which would normally have been earned during the period for which sick pay allowance is approved, ~~except that sick pay compensation will not be paid during the Employee's first regularly scheduled work day of such absence unless the Employee has twelve (12) days or more of accrued sick pay to his credit.~~ In order to receive sick pay for more than ~~three (3)~~ **four (4)** consecutive days, an Employee must substantiate his absence with a doctor's **statement certificate.**

D. **Unpaid Absences.** Appointments for routine dental care, eye examination, periodic physical examination, etc. are expressly excluded from sick pay coverage and will be treated as unpaid absences.

E. **Outside Employment.** The Company will not be obligated to grant sick leave or sick pay for any incapacity which has been due to employment of the Employee by a firm or person other than the Company.

F. **Unused Sick Pay.** All unused credit and accumulated sick pay will be automatically canceled when an Employee's service with the Company terminates, provided, however, that, upon retirement from the Company, an Employee may trade his accumulated sick pay for medical coverage as provided in Article Twenty-Six of this Agreement.

## SECTION TWO OCCUPATIONAL INJURY PAY

A. **Verification.** Occupational injury pay and required time off will be granted on account of occupational injury upon written verification of disability from a qualified medical ~~doctor~~ **provider**. **The Company will not consider the initial visit to a Company designated OJI clinic for triage and/or evaluation as the Employee's selection of a treatment provider. The Employee, however, is required to contact his workers' compensation claims adjuster in order to treat with a medical provider other than a Company designated OJI clinic. The claim adjuster will inform the Employee of the available options for OJI treatment providers, as well as the process required to change treatment providers. The choice of an OJI treatment provider is based upon the applicable workers' compensation regulations in effect at the time for the state in which the claim is filed. For workers' compensation related questions, including information regarding a claim (claim number and adjuster contact information), an Employee should contact the Southwest Airlines Workers' Compensation Team at 214-792-6417 or via email at askworkcomp@wnco.com for support.**

B. **Salary Continuation.** The Company will make up no less than the difference between the amount paid by Worker's' Compensation and the amount the Employee would have earned (after tax withholding) if he had worked a regular shift. Payments under this ~~a~~**A**rticle will commence upon a determination by the Company, its insurer, or an appropriate governmental body or court, through a final non-appealable order, that the claim for occupational injury is compensable under

the applicable Worker's' Compensation law, or alternative program adopted in lieu of Worker's' Compensation. Until the claim has been deemed compensable under the applicable Worker's' Compensation law and a definite rate has been established, the Employee will be paid his normal base pay on each regular pay day. Unless, and to the extent, limited by applicable law, the Company may include the indemnity benefit payment due to the Employee pursuant to applicable law in the payment of salary continuation. To the extent, if any, that such inclusion results in excess withholding from such salary continuation, the Company will remit such excess to the Employee after such excess is determined.

C. **Company/Examination.** The Company may, at its expense, require the injured Employee to submit to a physical examination by a qualified medical doctor of the Company's choosing at any time. **No Ground Ops Employee or Labor Administrator shall contact an Employee's treating physician to modify the Employee's medical care, including his diagnosis, treatment, and/or prescribed medication regimen.** Using OJI leave or OJI pay for a purpose other than that intended constitutes abuse and will warrant immediate termination.

D. **Neutral/Physical Exam.** In case of conflict between the Company doctor's and the Employee's personal doctor's examinations, the Employee will have the right to an examination by a qualified medical doctor agreed upon by the Union and the Company. The maximum cost of such examination will be set by the Union and the Company, and the costs will be borne equally by the Employee and the Company.

E. **Termination of Salary Continuation.** Payments by the Company under this Section may be terminated if the Employee refuses to submit to the physical examination required by Paragraphs C or D, above, fails to comply with prescribed treatment, or if the Employee is found fit to perform work, including available work as provided for in Section 2.I. below.

F. **Utilization.** In any event, payments under this policy will terminate at the end of twelve (12) calendar weeks. If the Employee remains unfit to work at the end of such twelve (12) calendar weeks, he may use accumulated sick pay.

G. **Maximum Limits.** If the Employee has not returned to duty by the end of a ~~thirty-six (36)~~ **forty-eight (48)** consecutive month period, the Employee will be dropped from employment and all seniority rights will be forfeited.

H. **After Care.** Once released to return to work, the Employee will be allowed three (3) hours or less for any doctor recommended after care appointments/treatment related to the occupational injury without affecting his regular pay. The Employee will notify his Supervisor of all appointments at least twenty-four (24) hours in advance and will provide documentation of the appointment upon his return to work.

I. **OJI Return to Work Program.** So long as the Employee is not being prescribed a drug by his treating physician that would impair his ability to safely perform classification duties, the Company may offer temporarily amended duties, **in accordance with the then current OJI (RTW) Duty Matrix, in effect at the time,** under Southwest Airlines' OJI Return to Work (RTW) program for a period not to exceed eight (8) calendar weeks to Employees who cannot yet perform all of their required job duties but have been released to return to work with restrictions. **When the Company offers temporary amended duties, it will review the OJI (RTW) Duty Matrix with the Employee and identify the job duties that are consistent with their restrictions.** While working temporarily amended duties, Employees will not be permitted to work overtime (voluntary or mandatory), pick up shift trade/time trades, or perform work beyond their restrictions. **The OJI (RTW) Duty Matrix shall be reviewed once per contract period by the Union and the Company and may only be amended by mutual agreement.**

## ARTICLE FOURTEEN VACATIONS/DAT/FTO DAYS

A. **Schedule.** All Employees who have been with the Company for less than one (1) year as of any January 1<sup>st</sup> during the term of this Agreement shall be entitled to a vacation in accordance with the following schedule:

Months of Service  
As of January 1<sup>st</sup>:

1	Month -- 1 Day
2	Months -- 2 Days
3	Months -- 3 Days
4	Months -- 4 Days
5	Months -- 4 Days
6	Months -- 5 Days
7	Months -- 6 Days
8	Months -- 7 Days
9	Months -- 8 Days
10	Months -- 9 Days
11	Months -- 9 Days
12	Months -- 10 Days

B. **Accrual.** All Employees shall receive two (2) weeks vacation beginning in the year following their first anniversary with the Company. All Employees shall receive three (3) weeks vacation beginning in the year following their fifth anniversary with the Company. All Employees shall receive four (4) weeks vacation beginning in the year following their tenth anniversary with the Company. All Employees shall receive five (5) weeks vacation beginning in the year following their eighteenth anniversary with the Company.

C. **Formula.** Vacations shall be adjusted to begin in conjunction with days off and shall take precedence over personal leaves of absence. The formula for determining the beginning of vacations is as follows: Vacations shall be bid with Monday-Friday as scheduled work days. If actual days off are Wed./Thurs., Thurs./Fri., or Fri./Sat., vacation days shall be adjusted backwards. If actual days off are Sun./Mon., Mon./Tues., or Tues./Wed., the vacation days shall be adjusted forward.

D. **Block/DAT/FTO Declaration.** An initial vacation declaration round will be held prior to the first round of block week bidding. The purpose of the declaration round is for agents to declare the number of block and/or DAT weeks, Freeday or FTO days for the coming year. **At each bid location, the Company shall make available each Employee's then current Vacation and FTO days for the following year prior to the beginning of the declaration round.** The declaration round shall be open for at least ten **(10)** calendar days and will close **with results posted** at least five **(5)** calendar days before the first round of block week bidding begins. The declaration round will begin on or after October 1<sup>st</sup> and no later than October 15<sup>th</sup> of each year. During the vacation declaration round, Employees will be able to elect either a **f**Freeday option or flexibletime off day option. Employees who fail to make an election will be awarded **f**Freedays. Employees who fail to bid vacation during the declaration round will automatically be given all DATs. Vacation periods for the following year, as determined by the declaration round, shall be posted for bid no later than November 1<sup>st</sup> of each year. The Employee's vacation period shall be determined by bidding by classification seniority within his job classification. The bidding process will be completed no later than December 15<sup>th</sup>. Employees transferring into a location cannot disrupt the vacation schedule already bid, but may exercise their seniority at that time to bid for whatever periods are available.

1. **Block week formula.** The Company shall determine the number of blocks available each week in each classification at each location by dividing the number of block weeks bid in the declaration round for each classification at each location by **fifty-two (52)** and rounding to the nearest whole number, with a guarantee of a minimum of one **(1)** block week per week. In cases where the number is rounded down, the number of additional weeks will be determined by multiplying the remainder by **fifty-two (52)** and rounding up. This number of weeks will be made available on the bid. The bid will also include as many extra weeks as is operationally feasible.

E. **Bidding Procedures.** Vacations shall not be cumulative and must be taken within the calendar year for which the vacation was earned. An Employee's vacation may be split (no period of less than five (5) days, except for the day at a time option outlined in Paragraph F of this Article), provided the Employee makes a request in writing to the Employee's department manager prior to the close of the bid period. The Employee, after making a choice of his first period, shall not make a second choice until all first choices in his job classification have been awarded. However, if an Employee is unable to take his vacation due to a medical



leave, on the job injury, or a Company request to defer vacations that is agreed to by the Employee, such vacation shall be rescheduled. If it cannot be rescheduled, the Employee shall be paid for this time.

F. **Day at a Time (DAT) Vacation/Flexible Time Off (FTO) Days.** The following guidelines shall control DAT vacations/FTO Days:

1. DATs/FTOs will be set aside during the vacation declaration round.
2. If less than five (5) days of vacation are accrued, DATs may be taken.
3. Each bid of work schedules provided in Article Six, Section 1, Paragraph D, shall include an appropriate number of days available for DAT vacations/FTO Days. The appropriate number of DAT/FTO days shall be calculated by dividing the total number of DAT/FTO days after the completion of the vacation declaration by three hundred sixty-three (363). The resulting number (rounded up to the nearest whole number) will be the DAT/FTO days available per day.
4. DAT/FTO bids shall be awarded based on classification seniority **subject to the provisions of Article Six, Section 1, Paragraph D.**
5. Employees may request a DAT/FTO day at any time after the bid closes, ~~but~~ DAT/FTO days in excess of the allotted daily amount **will be awarded if voluntary overtime coverage can be obtained once the overtime book is closed.** ~~or DAT/FTO days requested~~ **requests submitted** with less than **twenty-four (24)** hours notice shall be awarded at the discretion of management **on a first come, first served basis according to operational needs.**
6. Payment for DAT days not taken shall be permitted for one five-day block of DAT days per year, provided the Employee gives two (2) weeks written notice prior to the closing of the next pay period. DAT day payouts for part-time agents will be based on the agent's bid work schedule hours the week prior to the request.
7. All remaining DAT/FTO days not taken shall be paid on the last pay period of the year.

- G. **Compensation Allowance.** Employees leaving the Company shall be paid all unused, accrued vacation so long as the Employee gives two (2) weeks notice of resignation.
- H. **Beneficiary Allowance.** When an Employee dies, all unused, accrued vacation shall be paid to the surviving spouse or the Employee's estate.
- I. **Advance Payment.** Employees can obtain their vacation pay in advance if they make application to their manager at least two (2) weeks prior to starting their vacation.
- J. **Established Schedules.** Once vacation/**flexible time off** schedules are established, they shall not be changed, except by mutual agreement between the Company and the Employee.
- K. **Vacation Protection.** The Company shall not mandatory an Employee to work on his days off immediately prior to, during, or immediately after his vacation (excluding FTO days).
- L. **Compensation.** An Agent on vacation time off from work will be paid for his entire shift based on his awarded bid work schedule hours for the day(s) he is on vacation, regardless of his status (part-time or full-time) at the time of accrual.
- M. **Vacation Vacancy Bids.** When an Employee vacates his bid vacation week(s) the Company will open that week(s) vacation for bid to all Employees in that bid location. The vacancy will be allowed to be bid on the next monthly DAT/FTO day bidding cycle after being vacated. The vacation vacancy bid will be open in conjunction with the DAT/FTO day bid and close in the same bid period.

## ARTICLE FIFTEEN SECTION ONE REDUCTION IN FORCE

A. **Notification/Reverse Seniority.** A reduction in force ("RIF") shall be in reverse order of classification seniority. Employees shall be given at least ~~two (2) weeks~~ **sixty (60) days** notice of any RIF except when such notice is prevented by an Act of God, a strike, Employee work stoppage, or other circumstances over which the Company has no control.

B. **Impacted Employees.** Employees impacted by a RIF may elect to:

1. **Same Classification.** Fill a vacancy elsewhere in the system in the same classification or, if no such vacancy exists, displace the most junior Employee in the system in the same classification.
2. **Other Classifications.** Fill a vacancy in another classification in which they hold seniority or, if no such vacancy exists, displace the most junior Employee in that classification at that location if senior enough, or, if not senior enough, displace the most junior Employee in the system in that classification.
3. **Furlough.** Accept a furlough at their location.
4. **Severance.** Resign from the Company and receive severance pay in accordance with Section Two of this Article.

C. **Moving Expenses.** The Company shall pay the moving expenses of an Employee who is required to move due to a RIF.

D. **Preferential Bids.** The furlough notification given to the impacted Employees by the Company shall indicate the location of existing vacancies, if any, and the potential locations where the most junior Employees are assigned so that the Employees impacted shall be in a position to exercise the options described in Paragraph B of this Article. The impacted Employees shall file a preferential bid, listing, in order of the Employee's preference, relocation, reduction, or furlough as soon as possible, but in any event such filing shall be made within ~~five (5)~~ **fifteen (15)** days of the receipt of the furlough notice. The absence of a timely filed preferential bid shall be the equivalent of electing to be furloughed. The preferential

bid shall be filed by certified mail with the Vice President of the appropriate department. Furloughed Employees shall have preference over permanent bids for any vacancies in their classifications.

E. **Relocation by Seniority.** The Company shall examine all preferential bids filed by impacted Employees and resolve the relocations in order of seniority and preferences expressed.

F. **Change of Address.** An Employee who has been released due to RIF shall file his address in writing with the Vice President of the appropriate department and shall thereafter promptly advise the Vice President of the appropriate department of any change in address by certified mail with return receipt requested.

G. **Recall Requirements.** Employees shall not be entitled to recall preference under the following conditions:

1. If they do not comply with the requirements of Paragraph F of this Article.
2. If they do not give notice of their intention to return to the service of the Company within ~~seven (7)~~ **fourteen (14)** days following the Company's sending of proper notice of recall from furlough.
3. If they do not return on the date specified, which date shall not be less than ~~fifteen (15)~~ **thirty (30)** days after notice to return is sent by certified mail ~~or telegram~~ to the last address filed with the Company.

H. **Recall/Return Rights.** Employees furloughed/relocated shall be recalled in the order of their seniority at the time of reduction in force. No vacancy shall be considered to exist at a location until all furloughed Employees eligible to fill the vacancy at that location have been recalled and all Employees required to relocate from there because of the reduction have been afforded the opportunity of returning. Employees on furlough who desire to be considered for recall at other than the city from which furloughed must file a permanent bid for that location with the appropriate ~~Vice President~~ **department**.

I. **Seniority Accrual.** Employees furloughed due to a RIF shall continue to accrue seniority.

J. **Pass Privileges.** Employees impacted by a RIF who were not offered employment ~~and who desire to seek employment elsewhere~~ shall, ~~upon application, be furnished space available passes~~ **retain pass privileges** to any point ~~desired~~ on the Company **route** system for a period of **twenty-four (24) months** ~~one hundred twenty (120) days~~.

K. **Recall Time Limits.** All recall rights shall expire at the end of ~~five (5)~~ **seven (7)** years from the effective date of the reduction in force.

L. **Part-Time Status.** An Employee transferring because of a RIF who is required to or elects to accept a part-time position shall continue to accrue seniority as a full-time Employee until a full-time position becomes available.

## SECTION TWO SEVERANCE PAY

A. **Allowance Accrual.** Employees affected by a RIF who elect severance pursuant to Paragraph B. 4. of Section One of this Article shall receive two (2) weeks severance pay for the first full year of completed service, and one additional week for each completed year of service thereafter; however, the maximum amount that may be accrued is sixteen (16) weeks.

B. **Furlough Conversion.** An Employee who elects the furlough option can exercise the severance option within the time limits outlined for furlough. The severance pay shall be based upon the Employee's seniority at the time of the RIF notification. Any Employee that receives severance pay shall forfeit all rights with the Company.

C. **Disqualification Conditions.** Employees shall receive no severance pay if any one or more of the following conditions exist:

1. They exercise their seniority in order to remain in the employ of the Company.

2. They accept any other employment with the Company or refuse to accept a job in their own comparable work classification at their location.
3. The layoff is caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft.
4. The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
5. They are dismissed for just cause, resign, or retire.
6. There is a temporary cessation of work because of circumstances beyond the Company's control.

## ARTICLE SIXTEEN TEMPORARY ASSIGNMENTS

A. **Utilization.** Covered Employees, within their bid location, may be utilized for the purpose of temporarily filling positions caused by shortages or circumstances beyond the Company's control.

B. **Assignments.** Bidding for temporary assignments shall be open for a period of seven (7) days. Temporary assignments shall have an end date and a tentative start date. The end date may be extended once per assignment for up to fourteen (14) calendar days, with the agreement of the Employee. If more than the required number of Employees volunteer, the most senior Employee(s) shall be awarded the assignment.

C. **Emergency Temporary Assignments.** In a case where circumstances create an immediate need for a temporary assignment that cannot meet the requirements outlined in Paragraph B of this Article, emergency temporary Employee(s) shall be solicited in seniority order. The emergency temporary assignment shall not exceed fourteen (14) calendar days.

~~C~~D. **Bidding.** Employees shall be allowed to exercise their seniority concerning overtime and ~~DAT~~/~~F~~reeday/Flexible Time Off day bids, if applicable, at the location to which they are temporarily assigned.

~~D~~E. **Expenses.** Employees shall receive ~~\$35.00~~ **\$50.00** per day while on temporary assignments. A single hotel room shall be provided at the Company's expense during the assignment. Laundry and transportation (to and from work) expenses shall be provided if needed and reasonable and must be substantiated with receipts.

~~E~~F. **Travel.** The Company shall provide positive space passes to those Employees traveling to and from temporary assignments. The need for must ride passes shall be at the discretion of the Company.



## ARTICLE SEVENTEEN SAFETY AND HEALTH

A. **Scope.** Safety and health of the Employees shall be protected. The Company shall provide the necessary training for Employees to safely perform their duties. The Company and the Employee shall maintain safe, sanitary, and healthful conditions at all stations. The Company and Employee shall comply with all applicable Federal, State, and Municipal safety and sanitary regulations.

B. **Safety Committee.** **A** Safety Committee composed of Union and Company Representatives shall be established at each station. Committee members shall be afforded reasonable and necessary time during working hours without loss of pay to:

1. Meet once a month and maintain a written record thereof. The minutes will be signed and reviewed by designees from both parties for accuracy. Prior to the monthly meeting:
  - a. **TWU Local Safety Committee Member(s) shall be afforded ample time to perform equipment and facility checks to identify safety concerns.**
  - b. Management and TWU Local Safety Representative will perform a station walk around to evaluate and focus on current areas of concern. In the spirit of cooperation, the purpose of such walk around is to identify safety issues.
2. Review all job-related accidents, injuries, complaints, and safety recommendation reports regarding unsafe conditions. Prior to the monthly safety meeting, the Union Safety designee will be provided with a written review of all job-related accident and injury reports.
3. Recommend corrective action to reduce injuries and safety concerns. All recommendations will be considered by the ~~e~~C Company **and shall be addressed and communicated in a timely manner with the Committee and/or the Local Union Representative, and discussed in the monthly safety meeting.**
4. Observe OSHA inspections when feasible.

- C. **Work Area Requirements.** Buildings, offices, and other work areas used by Employees shall be kept in good repair. Suitable lunchrooms, restrooms, and individual lockers shall be provided for Employees, where possible.
- D. **First Aid Equipment Requirements.** The Company shall provide adequate and accessible first aid equipment to meet the needs of Employees in case of minor accidents. The Employees recognize their duty and responsibility to assist the Company in maintaining the equipment and supplies.
- E. **Safety Reporting Requirement.** The Company and the Union agree that the safe operation and condition of equipment shall be maintained. Employees shall promptly report malfunctioning and/or inoperative tools or equipment to the Company, who shall cause such tools or equipment to be inspected and, if appropriate, withdrawn from service until the necessary repairs are made and documented by the Company.
- F. **Company Provided Equipment.** The Company shall furnish, without cost to the Employees, all safety equipment, such as, rain gear, ear protectors, gloves, knee pads, high visibility garments, and headsets. The Employees shall use or wear such devices in performing their work. **The Company will also furnish, as necessary, disaster/pandemic related safety equipment, including, but not limited to, masks.**
- G. **Investigation Rights Pertaining to Safety and Health.** An Employee who believes that a condition exists that puts the Employee's safety or health in jeopardy shall promptly notify his Supervisor/Manager and have the matter promptly investigated by the Manager and when available, a Local Union Safety Committee ~~member~~. All accident/injury investigations will ~~also~~ include a **Local Union Safety Committee member or a Local Union Representative, when available. When not present at the station, Management shall notify either a Local Union Safety Committee Member or a Local Union Representative when proceeding with such investigations.** No Committee ~~member~~ will suffer any loss of pay due to the above investigations.
- H. **Outside Consultant.** In the event the Company and the Union agree to have an outside expert on safety and health perform a survey or a study of a particular health or safety hazard, the cost shall be borne equally by both parties.

I. **Company Required Physical.** The Company may, at its expense, require an Employee to submit to a physical examination at any time by a doctor of the Company's choosing.

## ARTICLE EIGHTEEN GENERAL AND MISCELLANEOUS

- A. **Monthly meetings.** will be scheduled between the TWU Local 555 President or Designee and Vice Presidents of Ground Ops and Provisioning or their Designee to discuss and attempt to resolve ongoing issues. Agendas will be exchanged between the parties prior to the meetings in order to facilitate the discussions.
- B. **Tobacco Use.** Reasonable tobacco use and refreshments during hours of duty shall be permitted in designated areas where available. Designated smoking areas shall be determined in accordance with applicable regulations.
- C. **Exit Letter.** Employees leaving the service of the Company shall, upon request, be furnished with a letter setting forth the Company's record of their job classifications, stating their length of service and rate of pay at the time of leaving the Company.
- D. **Bulletin Board.** The Company agrees to provide the Union with a bulletin board at each station, and, where there are separate facilities, for each department, ~~marked "Ramp Operations and Provisioning Union,"~~ where Union notices of interest to the Employees may be posted. No political, inflammatory, or derogatory material attacking the Company or its representatives shall be permitted thereon.
- E. **Copy of Agreement.** The Company shall provide each Employee covered by this Agreement with a copy of the Agreement, printed and bound in a booklet with reasonable print size, bearing the Union logo. The Company shall also supply the Union Office with fifty (50) extra copies.
- F. **Airline Passes.** Airline trip passes shall be issued to qualified Employees in accordance with Company policy.
- G. **LTD Insurance.** The Company shall make available long-term disability insurance to replace forty percent (40%) of an Employee's earnings, with the availability to purchase up to an additional twenty percent (20%) at the Employee's expense.

H. **Personal Business Request.** Employees who request to leave work for personal business may do so only if they receive permission from the appropriate supervisor on duty. When an emergency situation occurs, the Employee shall notify any supervisor at work, or a senior agent if no supervisor is available.

I. **Change of Address.** Each Employee is required to keep the Company advised of his current address and telephone number. Should an Employee change his address or telephone number, he must notify the Company via SWALife as soon as possible.

J. **Bereavement Benefits.** Employees shall be granted four (4) days off with pay for death in the immediate family of the following: mother, father, brother, sister, spouse, Committed or Registered Partners, or children (including stepchildren and children of a committed or registered partner), ~~and step-parents, mother-in-law, father-in-law, parent of a committed or registered partner, grandchildren, and grandparents.~~ ~~Employees shall be given three (3) days off with pay for the death of mother-in-law, father-in-law, parent of a committed or registered partner, grandchildren and grandparents.~~ If additional days are required, the Employee may elect to use accrued vacation. If the Employee has no accrued vacation in his bank, in the event of death of the Employee's spouse, committed or registered partner, child, mother or father, the Employee may use up to four (4) accrued sick days as additional leave. ~~The use of accrued sick leave must be in compliance with Article 13C (first sick day compensation shall not be paid unless the Employee has 12 days or more of accrued sick pay to his credit).~~ If the accrued sick days are utilized for this purpose, it shall not constitute a chargeable occurrence under the Attendance Policy.

K. **Bomb Threat Insurance.** The Company shall provide additional insurance coverage for those Employees involved in a bomb threat investigation. The recommended number of covered Employees shall be three (3) Employees searching at any one time. Bomb threat searches shall be conducted by volunteers only. The coverage which shall be provided shall be:

Max Per Employee		Max Per Incident
Death	\$400,000	\$1,200,000
Loss of two limbs	\$400,000	
Total loss of sight	\$400,000	
Total loss of limb	\$200,000	
Total loss of sight-1 eye	\$200,000	
Temporary disablement--Worker's Compensation		

L. **Railway Labor Act Compliance.** It is the intent of the parties to this Agreement that the procedures herein shall serve as a means of amicable settlement for all disputes that may arise between them. During the life of this Agreement, the Company shall not lock out any Employee, and the Union shall not cause, support, or authorize its ~~m~~**M**embers to cause, nor shall any ~~m~~**M**ember of the Union take part in, any sit down, stay in, slow down, or strike in any station, until the bargaining procedures outlined in and provided for in the Railway Labor Act have been exhausted.

M. **LWOP Based on Seniority.** "LWOP", as outlined in Article Four, Paragraph F, shall be awarded to the senior Employee on the basis of seniority; however, this provision is not subject to the grievance procedure (Article Twenty).

N. **Approval and Providing of Passes.** The Company and the Union agree that, in order to administer the terms of this Agreement, the Company shall, upon request to the appropriate Department Head, supply the Union with a reasonable amount of positive space or must ride passes, whichever is appropriate. It is understood and agreed that must ride passes are at the sole discretion of the Company.

O. **The Company will provide** office space for ~~l~~**L**ocal 555 Representatives, at stations where available. If the Company has needs to reclaim the office space, it will attempt to do so with **thirty (30)** days' notice.

P. **Parking. To the extent that free Employee parking is not available, the Company will pay the actual costs of parking for all Employees at Company authorized/designated locations. Any other additional costs, including costs to pay for parking at a location not designated by the Company, costs for lost/replacement placards, stickers, or fobs (or the like), and/or any fines or fees resulting from violations of applicable rules, laws, or ordinances related to parking, will be the responsibility of the Employee. However, Employees will not be responsible for the costs/fees associated with a replacement placard, sticker, or fob that is defective or needs to be replaced due to normal wear and tear.**

## ARTICLE NINETEEN UNIFORMS

A. **Prescribed Use.** Employees may be required to wear uniforms as prescribed by Company regulations at all times while on duty.

B. **Ramp/Provisioning Uniforms Allotment.** When Employees are hired/placed into a ~~Ramp/Provisioning Agent~~ **new** classification, they shall receive five (5) uniforms. On the first day of the month following each anniversary date, the Employee will receive a ~~\$317.50~~ **\$327.00** contribution to their Uniform Account.

~~Ramp/Provisioning Agents~~ **Employees** may utilize their uniform accounts to purchase uniform pieces, including optional pieces, and safety shoes. ~~Ramp/Provisioning Agents~~ **Employees** will accrue up to ~~\$635.00~~ **\$732.00** in the Uniform Account if unused. This account is not refundable to ~~the Ramp/Provisioning Agents~~ **Employees** upon termination of employment.

C. **Winter Coats.** Winter coats shall be furnished to Employees who are regularly required to work outside during periods of extremely low temperatures. The coats must be requested by the Employee no later than September 15 of each year. The coats shall remain the property of the Company. The Employee is responsible for cleaning and maintaining the coat.

~~D. **Operations/Freight Uniforms.** When an Employee is hired/placed into an Operations Agent classification, he shall be provided, at no cost, the initial required uniform. On the first day of the month following their anniversary date, all Operations/Freight Agents will receive a Uniform Account contribution in the following amounts:~~

~~Length of Classification Service and Uniform Account Contribution~~

~~0-36 months ————— \$177.50~~

~~37-48 months ————— \$266.25~~

~~49 months and thereafter — \$355.00~~

~~Operations/Freight Agents may utilize their uniform accounts to purchase uniform pieces, including optional pieces. Operations/Freight Agents will accrue up to \$710.00 in the Uniform Account if unused. This account is not refundable to the~~



~~Operations/Freight Agents upon termination of employment. In addition, Freight Agents may utilize their uniform account to purchase safety shoes.~~

~~E~~**D. Cost Increase.** If at any point, for the duration of this contract, the price of our current uniforms increase, the Company will meet with the Union to discuss protection of the buying power of the Employee's allotment to determine the adjustments that will be made.

~~F~~**E. Seasonal Requirements.** The Company shall continue to determine the seasonal periods when specific uniform components shall be worn.

~~G~~**F. Changes.** In the event the Company changes the uniform, the Company shall pay the entire cost of such new uniform items. In the event the Company selects replacement uniforms (other than special promotional uniforms), the Company shall give the Union at least six (6) months notice of the intent to replace its uniforms.

~~H~~**G. Company Insignia.** The Company shall furnish, on a loan basis, Company insignia required to be worn by the Employee, at no cost to the Employee.

~~I~~**H. Maternity Wear.** The Company shall lend Employees three (3) maternity uniforms which must be returned in usable condition, cleaned and pressed, when the Employee takes medical leave, or contribute \$206.00 to the Employee's uniform account if an Employee elects to purchase maternity uniforms.

~~J~~**I. Lost Item Replacement.** Employees shall be responsible for replacing, at their own expense, any item lost that has been issued or purchased.

~~K~~**J. Accessories.** Accessory items worn with the Operations Uniform (i.e., shoes and belts) may be purchased by Employees at a store of their choice and shall conform closely to the color and style established by the Company.

~~L~~**K. Union Insignia.** Employees shall be allowed to display Union insignia, not to exceed one (1) inch in diameter.

## ARTICLE TWENTY GRIEVANCE / SYSTEM BOARD/ARBITRATION DISCHARGE and DISCIPLINE

### SECTION ONE PROCEDURES

- A. **Purpose.** No Employee who has passed his probationary period shall be disciplined to the extent of loss of pay or discharge without just cause.
- B. **Representation Requirements.** The Union and the Company shall be represented at each location. These representatives shall be empowered to settle all local grievances without setting precedent of any kind. The Local Representatives for the Union shall be selected from ~~m~~**M**embers of the Union who qualify under Article Two. The Local Representative for the Company shall be the Manager or his designee. Neither party shall be represented by legal counsel through and including the System Board. Legal representation shall be permitted in the case of Arbitration.
- C. **Cost of Arbitration.** It is understood and agreed that the cost of arbitration shall be borne by the losing party.
- D. **Witness Pay.** Any Employee called as a witness shall suffer no loss of pay at any step in this Article. Cost of witnesses, if any, shall be paid by the party who has called them.
- E. **Time Frames.** For the purpose of this Article, a working day shall be defined as Monday through Friday, excluding all Company recognized holidays. It is expressly understood and agreed that, if any of the time frames set forth in this Article are violated by the Company, the Employee shall be awarded the desired settlement without precedent. Furthermore, if the time frames set forth are violated by the Union the grievance shall be considered withdrawn. Determination of time frame violation issues shall take precedence over consideration of any other issue, and, if upheld, no further determination shall be appropriate.
- F. **Extension of Time Frames.** It is understood and agreed that, at any step of the fact-finding or grievance procedure, the time limits set forth may be extended by mutual agreement between the Company and the Union, in writing. Further, in the event either party, due to circumstances beyond the reasonable control of such party, does not become aware of, or is prevented from disclosing, facts or

circumstances which would give rise to either a fact-finding or a grievance, the time frame for pursuing such fact-finding and/or grievance shall be extended as appropriate. If an Employee makes himself unavailable (other than on his regularly scheduled days off) to work his full shift on his last scheduled workday within the time frames under the fact-finding procedures and ~~p~~Paragraph H of this ~~a~~Article, the Company may issue the notice/letter to the Employee upon his first full day returned to work.

G. **Fact-Finding Procedures.** No covered Employee shall be subject to discipline involving loss of pay or discharge without first having the benefit of a fact-finding, with the right to have a Union ~~r~~Representative present. Documentation, to include digital documentation and video documentation where available, in possession of the Company and to be used in the decision-making process shall be provided by the Company during the fact-finding, with copies to the Union. Information in control of a third party will not be considered in the decision-making process unless both the Union and the Company have had the opportunity to view it. During the fact-finding, the Union shall provide any documentation obtained in preparation for the fact-finding, to the Company. The Union Representative shall be afforded the right to question witnesses presented at the fact-finding. Fact-findings convened after Employee Relations investigations are not subject to the above. The fact-finding will be held in accordance with the following procedures:

1. **No Suspension.** In circumstances where no suspension is imposed:
  - a. The Employee shall be advised, in writing, with a copy to the ~~l~~Local ~~r~~Representative of the Union, of the nature of the fact-finding not later than ten (10) ~~calendar~~ **working** days from the time the Company becomes aware of the incident concerning which the fact-finding shall be convened.
  - b. The fact-finding shall be held within five (5) ~~calendar~~ **working** days from the date such notice is given to the Employee and the ~~l~~Local ~~r~~Representative of the Union; and
  - c. The Company shall render its decision (inclusive of any discipline), in writing to the Employee, within five (5) working days after completion of the fact-finding, and a copy of the decision shall be delivered to the ~~l~~Local ~~r~~Representative of the Union.

2. **Suspension.** Notwithstanding the foregoing, the Company may suspend a covered Employee pending a fact-finding and/or until such time as the decision of the Company resulting from the fact-finding is rendered, subject to the following conditions:

- a. The suspension shall be a paid suspension;
- b. The basis for the suspension shall be reduced to writing, and presented to the Employee and the ~~L~~Local ~~R~~Representative of the Union within two (2) working days of the suspension;
- c. The fact-finding shall be held within five (5) working days of the presentation of the written notice of the basis for suspension; and
- d. The Company shall render its decision (inclusive of any discipline), in writing to the Employee, within five (5) working days after completion of the fact-finding, and a copy of the decision shall be delivered to the ~~L~~Local ~~R~~Representative of the Union.

H. **Other Disciplinary Procedures.** Letters of warning or reprimand not involving loss of pay or discharge shall be issued no later than five (5) working days from the time the Company has full knowledge of the incident.

I. **Retention.** All letters of reprimand or warning as well as discussion logs and any records of verbal counseling relating to performance and/or conduct (including supporting documentation), will be null and void and the letters of discipline shall be removed from an Employee's file after twelve (12) months of active status have elapsed from the date of such letter, ~~or~~ discussion log, or verbal counseling.

J. **Administrative Discharge.**

1. The Company will notify, in writing, any Employee failing to return to duty from a ~~thirty-six (36)~~ **forty-eight (48)** month leave of absence, that he is deemed to have resigned his employment and forfeited all seniority rights.
2. Any Employee who is absent without calling in for three (3) consecutive days shall be terminated without the benefit of a fact-finding. The Employee shall be considered unavailable and shall be notified of his termination by certified mail, return receipt requested, to the Employee's last known address on file, with a copy to the Union. The Employee shall be deemed to have received such notice three (3) working days after such notice is sent.

K. **Representative Grievance Investigations.** Local Representatives shall be permitted, after reporting to local management, a reasonable amount of time during working hours to investigate or present grievances, provided that work assignments shall have priority. Union ~~¶~~**R**epresentatives shall not suffer a loss of pay as a result of investigating or presenting grievances at the ~~¶~~**R**epresentative's home station. The Union shall compensate ~~¶~~**R**epresentatives for time spent at stations other than the ~~¶~~**R**epresentative's home station.

L. **Interpretation/Application of Agreement.** In the event of a grievance arising over the interpretation of, or application of, this Agreement ("Contractual Grievances"), or in the event of a grievance involving disciplinary action other than discharge ("Disciplinary Grievances"), the following steps shall apply. However, in the event of a grievance involving discharge or a Union grievance concerning a change in Work Rules ("Discharge/Work Rule Grievances"), it shall proceed to ~~s~~**S**ub-~~p~~**P**aragraph 3, below. Decisions made pursuant to Steps 1 through ~~4~~ **3**, below, shall not constitute precedent of any kind unless agreed to, in writing, by the Union and the Company. **Further, decisions made pursuant to Steps 1 and 2 below, shall not be referable beyond Step 2, except in the station where the grievance originated.** If a termination is grieved, insurance benefits will continue until all grievance procedures have been exhausted and a final decision has been rendered. Employees are required to continue to pay the premiums when they are due; failure to do so will result in termination of insurance benefits.

1. **Step 1/Department/Assistant Manager ("Manager").** If an Employee is unable to resolve his grievance through his supervisor, within ten (10)~~-calendar~~ **working** days of the occurrence of the circumstances in question, the grievance shall be summarized in writing and presented to the manager or his designee. At any meeting to discuss same, the Employee may be accompanied by his ~~l~~**L**ocal ~~¶~~**R**epresentative. The manager or his designee shall issue a written decision upholding or denying the grievance within five (5) working days.
2. **Step 2/Station/Provisioning Manager ("Manager").** If the decision of the Department/Assistant manager is unsatisfactory, the Employee or his ~~¶~~**R**epresentative may appeal the grievance to the Manager, or in the event of his absence his designee, within five (5) working days. The appeal of the grievance shall be signed by the Employee and his elected ~~¶~~**R**epresentative and presented to the Manager. The Manager shall issue a written decision upholding or denying the grievance within five (5) working days. Copies of the Manager's decision shall be forwarded to the Employee and the Union Office.

3. **Step 3/Labor Relations or designee.** If the decision of the Station/Provisioning Manager is unsatisfactory, the District Representative/designee of the Union may appeal the grievance to Labor Relations or designee, provided that such appeal is presented, in writing, within ten (10) working days after receipt of the Station Manager's decision. The grievance shall be answered, in writing, to the District Representative/designee of the Union by Labor Relations or designee within ten (10) working days of receipt of the grievance.
4. **Step 4/System Board of Adjustment.** If the decision of Labor Relations or his designee is not acceptable to the District Representative/designee of the Union, the Union shall notify the Company in cases involving Contractual and Discharge/Work Rule Grievances, within ten (10) working days of receipt of Labor Relations' or his designee's decision, of its intent to have the grievance reviewed by the System Board of Adjustment. It is understood and agreed that the decision of the System Board of Adjustment shall be final and binding on both the Company and the Union.
5. **Mediation/Arbitration.** If the decision of Labor Relations or his designee is not acceptable to the District Representative/designee of the Union, the Union shall notify the Company in cases involving Disciplinary Grievances, within ten (10) working days of receipt of Labor Relations' or his designee's decision, of its intent to have the grievance heard through the Mediation/Arbitration process described below. It is understood and agreed that if no settlement is reached through Mediation, the decision of the Mediator/Arbitrator shall be final and binding on both the Company and the Union.
6. **System Board/Function and Jurisdiction.** The functions and jurisdiction of the Board shall be as fixed and limited by this Agreement. It shall have no power to change, add to, or delete its terms. It shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement, and any matter coming before the Board which is not within its jurisdiction shall be returned to the parties without decision or recommendation. In the event any disciplinary action taken by the Company is made the subject of proceedings, the Board's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the Employee(s) involved were disciplined for just cause. If the Board finds that the penalty assessed by the Company was arbitrary or unreasonable, it may modify or remove that penalty. **The decision of the System Board is referable but non-precedent setting.**



7. **System Board Time Frames.** The System Board of Adjustment shall convene within fifteen (15) working days from the time the Union notifies the Company.
8. **Make-up of Panel.** For purposes of this Article, the System Board of Adjustment panel shall consist of four (4) members, two (2) of whom are selected by the Company and two (2) of whom are selected by the Union.
9. **Panel Member Cost.** It is expressly understood and agreed that the cost of each panel member of the Board of Adjustment shall be borne by the party who selected him. Any witnesses who may be required to be present at the hearing shall be released from their duties with no loss of pay. A witness shall be compensated for loss of pay by the party who has called him as a witness.
10. **Agreeable Location.** ~~All~~ System Board hearings shall be convened in Dallas or at a mutually agreeable location. **For System Board hearings involving Discharge Grievances, the Union may schedule up to twenty (20) hearings a year (but no more than two (2) per month) at the location where the grievance originated. System Board hearings may be held virtually by mutual agreement.** The Company shall provide ~~positive space~~ **must-ride or equivalent** passes for all necessary Employees.
11. **System Board Results.** The System Board of Adjustment shall send its decisions, in writing, to the Union Office and the appropriate department Vice President within three (3) working days.
12. **System Board Deadlock.** Should the System Board of Adjustment deadlock or fail to make a decision, the President/designee of the Union shall notify the Company, within five (5) working days of such deadlock or such failure, whether Arbitration is requested. If the System Board of Adjustment deadlocks or fails to make a decision on the determination of a time frame violation and arbitration is subsequently requested, the entire case shall proceed to arbitration. The Arbitrator shall hear and rule upon the time frame issue first and, if applicable, decide the remainder of the case without remand to the System Board of Adjustment.



13. **Arbitration List/Dates.** A panel of Arbitrators is hereby established for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement and which are properly submitted following a System Board of Adjustment. The following rules and procedures shall apply:
- a. The panel will consist of eight (8) Arbitrators, four (4) to be selected by each party. Arbitrators will be set in order and used in turn as cases are requested. If the Arbitrator scheduled to hear the case is not available within sixty (60) calendar days **for Discharge Grievances and ninety (90) calendar days for Contractual/Work Rule Grievances** from the arbitration request, the next Arbitrator up on rotation will be contacted to hear the case. This procedure shall continue until an Arbitrator is available within the aforementioned time constraints.
  - b. Once the Union notifies the Company of the request for arbitration, within three (3) working days, the Union will request in writing, with copy to the Company, a list of available dates from the next Arbitrator in the rotation. After the Arbitrator provides the list of dates, the Union and the Company will alternately strike dates until one date remains, which will be the date of the hearing. The first strike will go to the side that did not place the Arbitrator on the panel. The process will not take more than five (5) working days after receipt of dates from the Arbitrator. If the Arbitrator scheduled to hear the case has fewer than three dates available within the specified time frames, the next Arbitrator up on rotation will be contacted to hear the case.
  - c. Arbitrators selected for the panel shall serve for the duration of the Agreement; however, an Arbitrator may be removed from the panel by a unilateral decision of either of the parties to the Agreement. Should any member be removed or be unable to serve for the remainder of the length of the Agreement, the party who originally selected the Arbitrator will name a replacement. The replacement Arbitrator may not be removed by either party until he has heard at least one case. Once an Arbitrator is removed from the panel he cannot be returned to the panel for the duration of this Agreement.

14. **Expedited Arbitration.** By mutual consent of the Union and the Company, expedited Arbitration may be used as follows:
- a. The Arbitrator shall be selected from the panel in turn within five (5) working days of the expedited arbitration request;
  - b. A hearing shall be convened within fifteen (15) working days of the selection of the Arbitrator;
  - c. No post hearing briefs shall be filed;
  - d. A decision shall be rendered within ten (10) working days of the close of the hearing; and
  - e. If the Arbitrator selected to hear the case advises that he is unable to comply with the requirements under this ~~p~~**P**aragraph, the next Arbitrator up on the rotation will be contacted to hear the case. This procedure shall continue until an Arbitrator advises that he is able to comply with the requirements of this ~~p~~**P**aragraph.
15. **Arbitration/Function and Jurisdiction.** The functions and jurisdiction of the Arbitrator shall be as fixed and limited by this Agreement. He shall have no power to change, add to, or delete its terms. He shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement, and any matter coming before the Arbitrator which is not within his jurisdiction shall be returned to the parties without decision or recommendation. In the event any disciplinary action taken by the Company is made the subject of proceedings, the Arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the Employee(s) involved were disciplined for just cause. If the Arbitrator finds that the penalty assessed by the Company was arbitrary or unreasonable, he may modify or remove that penalty.
16. **Mediation/Arbitration Process.** In Disciplinary Grievances, there will be no System Board of Adjustment or Arbitration as described above. Instead, after Step 3, all Disciplinary Grievances will proceed to Mediation/Arbitration as the final and binding step. The only exception is Disciplinary Grievances involving loss of pay (i.e., disciplinary days off). In those cases, either side will have the option to take the case directly to Arbitration by notifying the other side within ten (10) **working** days of receiving the Step 3 decision from Labor **Relations** or his designee. By mutual agreement, the parties can also have any

Contractual or Discharge/Work Rule Grievance heard in this Mediation/Arbitration process.

During the Mediation/Arbitration Process the parties will present a series of Disciplinary Grievances to a Mediator/Arbitrator. After hearing the cases, the Mediator/Arbitrator will first act as a mediator and assist the parties towards a resolution of the Disciplinary Grievances on a precedent setting basis, unless the parties mutually agree to make the settlement of any Disciplinary Grievance non precedent/non-referable. If any of the Disciplinary Grievances cannot be settled during the mediation phase, the Mediator/Arbitrator will have the power to render a final, binding and precedent setting decision similar to an arbitration award in accordance with the limitations set forth in Paragraph #17 below. Such decision(s) shall be rendered verbally to the parties at the conclusion of the Mediation/Arbitration session and in writing not to exceed one (1) page in length per case within seven (7) calendar days from the conclusion of the Mediation/Arbitration session. Each day of Mediation/Arbitration shall last no longer than eight (8) hours unless the parties mutually agree to extend the time and no more than ten (10) Disciplinary Grievances shall be heard per day unless mutually agreed otherwise. The Union will advise the Company of which Disciplinary Grievances will be heard in the Mediation/Arbitration session at least ~~ten (10) business~~ **fifteen (15) working** days prior to that session. The parties recognize and understand that the purpose of this Mediation/Arbitration process is to obtain resolution of Disciplinary Grievances in the most expeditious and cost-effective manner possible.

17. **Mediation/Arbitration Function and Jurisdiction.** The functions and jurisdiction of the Mediator/Arbitrator in the Mediation/Arbitration process described above shall be fixed and limited by this Agreement. He shall have no power to change, add to, or delete its terms. He shall have jurisdiction only to determine issues involving Disciplinary Grievances unless the parties mutually agree to have Contractual Grievances or Discharge/Work Rules Grievances resolved through this Mediation/Arbitration process. Any matter coming to the Mediator/Arbitrator which is not within his jurisdiction shall be returned to the parties without decision or recommendation. In the event any disciplinary action taken by the Company is made the subject of the Mediation/Arbitration process, the Mediator/Arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the Employee(s) involved

were disciplined for just cause. If the Mediator/Arbitrator finds that the penalty assessed by the Company was arbitrary or unreasonable, he may modify or remove that penalty.

18. **Mediation/Arbitration Time Frames.** By October 1 of each year, the parties will schedule three (3) days of Mediation/Arbitration in January, March, May, July, September, and November of the following year. ~~Mediation/Arbitration session(s) or day(s) may be added or canceled by mutual agreement. However, for the first year following ratification only, upon written notification and thirty (30) days notice, either party may increase the number of days/months of Mediation/Arbitration.~~
19. **Make-up of Panel.** A panel of Mediators/Arbitrators is hereby established for the purpose of mediating, adjusting and deciding grievances in accordance with the terms of this Agreement. The following rules and procedures shall apply:
  - a. The panel will consist of two (2) Mediators/Arbitrators, one to be selected by each party. Each Mediator/Arbitrator will hear three Mediation/Arbitration sessions each year (i.e., Union selection will hear cases in January, May, September, and Company selection will hear cases the other three months). **The session(s) added by mutual agreement shall be heard by the Mediator/Arbitrator on an alternating basis beginning with the Union's selection.**
  - b. Mediators/Arbitrators selected for the panel will serve for the duration of the Agreement; however, a Mediator/Arbitrator may be removed from the panel by a unilateral decision of either of the parties to the Agreement. Should any member be removed, or be unable to serve for the remainder of the length of the Agreement, the party who originally selected the Mediator/Arbitrator will name a replacement. Once a Mediator/Arbitrator is removed from the panel he cannot be returned to the panel for the duration of the Agreement.
20. **Mediation/Arbitration Costs.** It is expressly understood and agreed that the cost and expenses of the Mediator/Arbitrator shall be equally split by the parties. If any witnesses are required to be present, the witnesses will be released from their duties with no loss of pay. A witness will be compensated for loss of pay by the party who has called him as a witness and any costs or expenses associated with the witness will be covered by the party who called him.

21. **Agreeable Location.** All Mediation/Arbitrations will be convened in Dallas or at a mutually agreeable location. The Company shall provide ~~positive-space~~ **must ride or equivalent** passes for all necessary Employees.

## **SECTION TWO MANAGEMENT GRIEVANCE**

The Company has the right to file a grievance against the Union. Such grievance shall be proper when filed by the appropriate Vice President with the President of the Union, who shall provide a written answer within ten (10) working days. If the answer is unsatisfactory, the Company may appeal the grievance to the System Board of Adjustment within ten (10) working days following receipt of the Union's answer. In the event of a deadlock or if the System Board of Adjustment fails to render a timely decision, the grievance may be sent to arbitration, at the Company's option.

## ARTICLE TWENTY-ONE MOVING EXPENSES

- A. **Transfer at Company Request.** Employees transferred as a result of the closing of an existing station or a reduction in force at a station shall be considered as being transferred at the Company's request. In order to avoid or lessen a reduction in force at an overstaffed station, the Company ~~may~~ **shall** first seek volunteers from that station to transfer to ~~other~~ **any understaffed** stations designated by the Company, **and may seek volunteers to transfer to other stations**. Any such volunteers shall be deemed, for the purposes of this Article, to have transferred at the Company's request.
- B. **Voluntary Bid Transfer.** An Employee transferred from one station to another station as a result of a voluntary bid or request for a vacancy shall be considered as having transferred at his own request. An Employee so transferred from one station to another station at his own request shall bear his own expenses. The Company shall make space available transportation available to the Employee and members of his immediate family, Committed or Registered Partner. The Company, within reason, shall allow comat shipments of personal effects, subject to Federal security regulations.
- C. **Household Effects.** Employees transferred at Company request shall be allowed actual moving expenses for household effects, including packing charges **and up to sixty (60) days storage**, ~~up to~~ **with** a maximum of ~~15,000~~ **18,000** pounds ~~for self and spouse or Committed/Registered Partner, plus 500 pounds for each dependent~~, unless prior approval for more is obtained from the Department Head. **In lieu of using a third-party moving company, Employees may elect to receive either a cash bonus payment of \$2500 or the cash bonus payment under Company policy, whichever is greater.**
- D. **Moving Company.** The Company reserves the right to select which moving company shall move the household effects of the Employee.
- E. **Reasonable Travel Expenses.** Employees shall be allowed reasonable travel expenses for themselves and members of their immediate family, Committed or Registered Partner when properly substantiated by receipts. The travel period shall continue until the day the household effects arrive or until the end of the fifth day, whichever comes first.

F. **Automobile Allowance.** ~~One~~ Two automobiles per Employee may be driven between locations, and the Employee shall be reimbursed at the rate of twenty-four cents (\$.24) per mile for the first automobile and eighteen cents (\$.18) per mile for the second automobile, or if only one automobile is driven between locations, the Employee will be reimbursed at the rate of thirty-five cents (\$.35) per mile. Reimbursement shall be calculated by the most direct AAA highway mileage.

G. **Off-Line Passes.** In conjunction with opening new stations, the Employee and spouse, Committed or Registered Partner shall be furnished, to the extent such passes are available, round trip, space available, off-line transportation to locate living accommodations in cities not served by the Company after the Employee has been awarded a transfer to the new station.



## ARTICLE TWENTY-TWO HOLIDAYS/FREEDAYS/FLEXIBLE TIME OFF DAYS

A. **Freeday/Flexible Time Off (FTO) DAY Allowance.** Each Employee covered hereunder will be granted one (1) day with pay free of the Company during each month from January through October of each year. During the vacation declaration round, Employees may elect either a ~~f~~**F**reeday (FD) option or Flexible Time Off (FTO) day option. Employees who fail to make an election will be awarded ~~f~~**F**reedays.

Employees who elect the FTO day option will be granted one FTO day off with pay free of the Company during each month January through October of each year. FTO days accrued may be banked and carried over month to month within a calendar year. Any unused earned and/or accrued Flexible Time Off days will be paid to any Employee discharged by the Company (excluding probationary ~~e~~**E**mployees, ~~e~~**E**mployees resigning with less than one (1) year of service, ~~e~~**E**mployees leaving due to act of fraud or theft, and any Employee who does not give two weeks' notice of **resignation termination**). Other than the exceptions noted, unused Flexible Time Off days will be paid out at calendar year-end, same as vacation.

The day free of the Company (~~f~~**F**reeday) will be bid in conjunction with each shift bid. FTO days will be included in the monthly DAT day calculation and bid as outlined in Article 14. Days off when bid in conjunction with FTO days will not be protected from mandatory overtime assignments.

B. **Restrictions/Requirements.** Each day of the month will have at least one (1) A.M. and one (1) P.M. shift available for bid at each bid location and, where there are ten (10) or fewer Employees in a bid classification at a location, at least one (1) shift per day will be awarded based upon seniority. An Employee must have worked forty (40) hours, including LWOP time, during the month to qualify for a ~~f~~**F**reeday. A new hire must have begun his employment prior to the 10th of the month and have worked forty (40) hours during the month to establish eligibility. An Employee who bids a ~~f~~**F**reeday/~~FTO~~ and becomes ill before working forty (40) hours in the month will be paid for the ~~f~~**F**reeday, provided his accumulated sick pay is sufficient to encompass the scheduled ~~f~~**F**reeday. No covered Employee will be required to work overtime on his ~~f~~**F**reeday, but an Employee may elect to work on his ~~f~~**F**reeday if he so desires.

C. ~~For the year of ratification of the agreement, the FTOs will be awarded without the monthly 40-hour requirement as outlined in paragraph B. above. However, the year after ratification (and thereafter) For FTO accrual, the Company will perform a ten-month lookback from January through October to ensure that an Employee has worked forty (40) hours, including LWOP time the monthly requirements of paragraph B. have been satisfied.~~ In the event the Employee did not meet the monthly requirement ~~of paragraph B.~~, the applicable number of FTOs will be reduced from the bank. ~~If Employee is terminated or resigns prior to meeting the requirements, the Company will recoup the amount of the FTO(s) from his final paycheck.~~

D. **Holidays/Premium Pay Days.** The following holidays and premium pay days will be observed: ~~Thanksgiving Day (November) and Christmas Day (December).~~

1. **Thanksgiving/Christmas Day.** These holidays will be that day generally recognized as that holiday. All Employees will receive a holiday bonus in an amount equal to their regular compensation rate, including premium and differentials, if applicable, for eight (8) hours. If the Company requires an Employee to work on a holiday, he will be paid time and one-half according to his regular compensation rate for the first eight (8) hours, in addition to his regular holiday bonus rate, and triple time thereafter. An Employee scheduled to work on a holiday who does not report for work will lose all pay for such holiday unless the absence is due to sickness or is excused.
2. **Premium Pay Days. At least four (4) days each year will be designated by the Company as Premium Pay Days: January 1, Mother's Day, Father's Day, and July 4. Premium Pay Days will be paid as follows:**
  - a. **All hours worked that would normally be paid at the regular rate of pay will be paid at an hourly rate of time and one-half.**
  - b. **All hours worked that would normally be paid at the hourly rate of time and one-half will be paid at an hourly rate of double-time.**
  - c. **All hours worked that would normally be paid at the hourly rate of double-time will be paid at the hourly rate of triple-time, except for:**

- i. The first eight (8) hours of a mandatory overtime assignment will be paid at an hourly rate of double-time.
- ii. An Employee who works another Employee's mandatory overtime assignment will be paid at an hourly rate of double-time.
- d. Any paid time off will be paid at a regular rate of pay.

E. **Additional Vacation Day.** If the Company-approved holiday (or day free of the Company) falls within an Employee's vacation period, an extra day with pay will be added to the Employee's vacation in lieu of holiday bonus.

F. **Freeday Bid.** Freeday bids shall be subject to the provisions of Article Six, Section 1, Paragraph D.1.b and D.1.d. If any shift bid for more than one (1) calendar month is re-bid, Employees will be allowed to re-bid affected ~~f~~**F**reedays. Any other changes to established Freedays must be by mutual agreement between the Company and the Employee.

## ARTICLE TWENTY-THREE ATTENDANCE

A. **Purpose.** The Company and the Union recognize that habitual absenteeism and tardiness adversely affect operations and morale. The purpose of this program is to control the attendance of Employees in a constructive manner and within the framework of progressive disciplinary procedures. In order to avoid the accumulation of occurrences, it is recommended that, in the event Employees require time off, they should, to the degree possible, secure trades with other Employees, request vacation time, or, where appropriate, request a leave of absence. Using sick leave or sick pay for a purpose other than that intended constitutes abuse. Abuse of sick leave or sick pay shall warrant immediate termination.

1. **Reporting Procedure.** In all cases of absence or tardiness, the Employee shall call his supervisor. If the Employee is unable to call, he shall cause someone to call in his stead. Answering machines at the stations can also be utilized.
2. **Requirements of Reporting.** Call-ins must be made at least one-half ( $\frac{1}{2}$ ) hour before the start of the Employee's shift on every day that the Employee shall be absent. Failure to report an absence at least one-half ( $\frac{1}{2}$ ) hour prior to the start of the Employee's shift shall be treated as unreported. Failure to report a tardy before the beginning of a shift shall be treated as an Unreported Tardy. No tardiness shall be charged until two (2) minutes have passed from the Employee's scheduled starting time. If an unusual condition exists that would make it impossible for the Employee to report an absence or tardy within the required time frames before his shift, a valid reason must be furnished. If no valid reason is furnished, the penalty for an unreported occurrence shall be assigned. If an Employee can provide doctor's verification in advance of a specific duration of absence, the requirement to call in each day shall be waived by the appropriate manager.

## SECTION I ATTENDANCE PROGRAM DEFINITIONS

A. **No-Show.** (Unreported Absence). Any Employee who is scheduled for regular work, overtime, training, trades, or holidays and does not report his absence as outlined in the "Requirements of Reporting" section of this program shall be charged with a No-Show (Unreported Absence). Failure to report an absence, whether or not verified by a doctor's statement, shall be chargeable as a No-Show (Unreported Absence). The Employee shall not be allowed to work.

B. **Reported Personal Absence.** (Personal Business). Any Employee providing at least one-half ( $\frac{1}{2}$ ) hour prior notice that he shall not report to work for whatever reason, other than his personal illness, shall be charged with a Reported Personal Absence (Personal Business).

C. **Reported Illness.** (Non Chargeable). Four (4) doctor statements per calendar year shall be allowed for any Employee calling to report that he shall not report to work because of his personal illness/injury. No more than one (1) doctor statement shall be accepted for any Employee during the period from November 1 through and including January 3.

There shall be no charge to an Employee's attendance record in the event such Employee suffers a relapse of the same medical condition for which the Employee utilized a doctor's statement, provided:

- i. The verified relapse occurs no later than three (3) days following the Employee's return to work; and
- ii. Such absence is verified by the same doctor or medical facility who treated the Employee for the original illness/absence and which documents in the statement that the Employee has suffered a relapse.

The doctor's statement which confirms the relapse must be furnished to the Company on the Employee's first day back to work and will not be charged as one of the Employee's four (4) doctor's statements allowed annually.

1. **Doctor Statement.** An Employee utilizing a doctor's statement to excuse his absence must furnish it to local management on his first day back to work. Upon receipt of the doctor's statement on the Employee's first day back, if the Employee has not utilized his allowable number of doctor's statements under ~~p~~**P**aragraph C. above, the absence shall be excused. **If the contents of the doctor's statement do not meet the requirements as outlined in Section 1, Paragraph C, Sub-Paragraph 3 of this Article, the Employee will have one (1) working day to correct any discrepancies.**
2. **Non Chargeable Occurrence.** If an Employee becomes ill and fails to complete his shift after working at least four (4) hours thereof, no charge shall be made to his record; however, he shall be charged for any similar failure within the succeeding six (6) month period.
3. **Statement Contents.** The doctor's statement for verification of an illness/injury must contain the following information or it shall be deemed unacceptable:
  - 1- Inclusive date(s) of illness/injury (Must be included unless verified in writing by the doctor's office that the Employee contacted them, and they were initially unable to treat due to scheduling);
  - 2- Date(s) of treatment;
  - 3- Date Employee can return to full duty; and
  - 4- Doctor's signature.

D. **Reported Illness.** (Chargeable). Any Employee calling to report that he shall not report to work because of his personal illness/injury and who does not provide a doctor's statement on his first day back, shall be charged with a Reported Illness (Chargeable). An Employee who has utilized his allowable number of doctor's statements under ~~p~~**P**aragraph C. above shall also be charged with a Reported Illness (Chargeable).

E. **Unreported Tardy.** Any Employee who reports to work within one-half (1/2) hour after the start of his shift and did not notify local management that he was going to be late prior to his shift beginning shall be charged with an Unreported Tardy.

1. **Within 1/2 Hour Window.** If the Employee did not notify the local management that he was going to be late prior to his shift beginning, but notifies the local management within one-half (1/2) hour after the beginning of his shift, the Employee shall be allowed to report to work, provided he reports to work within one hour and thirty minutes (1:30) past the beginning of his shift. Otherwise he shall be sent home without pay and charged with a No-Show (Unreported Absence).
2. **Outside 1/2 Hour Window.** If the Employee is more than one-half (1/2) hour late and has given no notice to the local management that he shall report late, the Employee shall be sent home without pay and shall be charged with a No-Show (Unreported Absence).

F. **Reported Tardy.** Any Employee who calls prior to the start of his shift and reports that he shall be late or any Employee who calls within one-half (1/2) hour after the start of his shift because of an extreme or unusual circumstance shall be considered tardy. In this instance, the Employee should estimate the time he shall arrive at work. However, in no event shall the Employee be permitted to report more than two (2) hours after the start of his shift.

1. **Two (2) Hour Period/Fails to Report.** If an Employee calls reporting that he shall be late and fails to report to work within two (2) hours from the start of his shift without further notification to the local management of his intended absence, he shall be charged with a No-Show (Unreported Absence).
2. **Two (2) Hour Period/Reports.** If, however, the Employee provides notification to local management within this two (2) hour period, he shall be charged with a Reported Personal Absence.



## SECTION II CONTROL PROCEDURES

A. **Recorded Occurrences.** Absences and tardiness on scheduled workdays, overtime, training, trades, or holidays shall be recorded in the following manner:

No-Show (Unreported Absence)	2	
Reported Personal Absence (Personal Business)	1	
Reported Illness (Non Chargeable)	0	
Four (4) doctor's statements per calendar year, but no more than one (1) November 1 – January 3		
Reported Illness (Chargeable) (No doctor's statement or after Utilizing allowable number of doctor's statements for Non Chargeable Reported Illness	1	on the first day and ½ for the third consecutive day, and ½ point for each day thereafter, to a maximum of 2 per single continuous illness
Unreported Tardy	1	
Reported Tardy	½	

B. **Point Accumulation.** The Company shall be responsible for notifying an Employee receiving a chargeable occurrence for absenteeism/tardiness of the following disciplinary action as the occurrences accumulate:

Less than 1 point	No action taken
1-2 ½	Letter of Instruction
3-4 ½	Warning letter
5-5 ½	Final warning
6 or more	Termination

C. **Excused Time Off.** No points will be recorded for approved absences, i.e., personal leave, medical leave, OJI leave, military leave, bereavement leave, jury duty, Union leave, and shift giveaways.

D. **Record Improvement.** For each non-cumulative ninety-day (90) period during which an Employee works without any chargeable occurrence, two (2) points shall be deleted from the Employee's accumulation until the total reaches a maximum of minus 7 (-7).

E. It is noted that nothing contained in this Attendance Program negates Article Eight, Paragraph H, Sub-~~p~~**P**aragraph 3; Article Twenty, Section One, Paragraph J.2; nor precludes Company action under Article 13, Section 2, Paragraph C, nor Paragraph A of this Article.

F. **Earned Award Program.** An Employee with **minus 4 (-4)** or fewer points as of the end of February (beginning February 2016) and who was absent for any reason (other than jury duty or bereavement leave) less than three (3) days during the prior twelve (12) month period shall be awarded two (2) paid non chargeable personal days ("Earned Award Days"), which may be utilized during the following twelve (12) months, subject to the following terms:

1. A minimum of one (1) and a maximum of five percent (5%) of shifts shall be available at each bid location per day for use of such Earned Award Days.
2. Earned Award Days cannot be used during the week of Thanksgiving (Monday through Sunday) nor during the period from December 16 through and including January 3.
3. Earned Award Days shall be awarded on a "first come, first served" basis, with at least **twenty-four (24)** hours advance request by the Employee.
4. If any paid Earned Award Days are not used within twelve (12) months of award (by the end of the following February), the Employee will be paid for the unused Earned Award Day(s).

## ARTICLE TWENTY-FOUR 737-800 SERIES AIRCRAFT

**737-800 Series Aircraft.** The Union and the Company agree that management is responsible for securing the necessary assistance for the process of loading and unloading aircraft bins. In the 737-800 rear bin, a minimum of two Employees will be required for loading and unloading the aircraft. **If requested, an Employee will receive assistance while loading and unloading commodities between the bulkhead and the midway point in the 737-800 front bin.** In the event only one Employee is available, the Employee will advise a Supervisor of the need for assistance. A Supervisor may provide assistance as one of the two Employees in the bin in accordance with Article 2.B.

The above paragraph will not apply in the following situations:

- When mechanical means are available and utilized for the on and offload of the 737-800 aircraft
- When only bins **A, B, E<sub>1</sub>** and F are utilized
- Late bags arriving at aircraft that can be loaded into bin **A, B, E<sub>1</sub>** or F
- Transfer bags arriving at the aircraft that can be loaded into bin **A, B, E<sub>1</sub>** or F
- Jetway checked bags

**In the event the Company introduces a new type of aircraft to the fleet that is not in use as of the ratification date of this Agreement, with a bin length equal to or longer than bin C or D of the 737-800, the requirements set forth above will apply to that bin on the new aircraft, and the Union and the Company will meet and discuss the appropriate number of Employees required for the loading and unloading of the new type of aircraft.**

## **ARTICLE TWENTY-FIVE SAVINGS CLAUSE**

Should any part or provision of this Agreement be rendered invalid by existing or subsequently enacted legislation, the balance of the Agreement shall remain in full force and effect.

## ARTICLE TWENTY-SIX GROUP INSURANCE BENEFITS

**A.** The Company shall continue the benefits of the existing **medical and dental** group insurance plans. **(not including the Regular Plan), or their equivalent replacements, subject to the following limits:**

1. **Beginning in the plan year 2025, increases in the monthly Employee contribution amounts for the alternative personal option plans will be subject to a cap whereby the average annual increase in rates, over a rolling 2-year period, will not exceed the greater of:**
  - a. **Seven percent (7%); or**
  - b. **Seven dollars (\$7) for Employee Only coverage, twenty dollars (\$20) for Employee plus Spouse coverage, sixteen dollars (\$16) for Employee plus Children coverage, and thirty dollars (\$30) for Employee plus Family coverage.**
2. **Beginning in the plan year 2025, increases in the in-network annual deductible and in-network out-of-pocket (OOP) maximum amounts will be subject to a cap whereby the average annual increase in amounts, over a rolling 2-year period, will not exceed the greater of:**
  - a. **Seven percent (7%); or**
  - b. **IRS requirements (HDHP only).**
3. **Beginning in the plan year 2025, in-network coinsurance rates will be no more than twenty percent (20%).**

Alternative personal option plans **(e.g., such as the plan offered as part of the Benefits Plus Program, not including the Regular Plan,)** ~~may~~ **shall** also be made available to Employees covered by this Agreement ~~upon~~ **at** the same terms, conditions, and cost as such plans are made available to any other group of Company Employees. Any future increase in cost borne by the Company for Employees not covered by this Agreement shall be borne by the Company for Employees covered hereunder. **Employees covered by this Agreement will not**

have Employee contributions, in-network deductibles, in-network out-of-pocket (OOP) maximums, and in-network coinsurance rates for the same plan greater than Employees not covered by this Agreement.

B. After the regular open enrollment period associated with Plan Year 2025 (the annual enrollment period for the 2025 plan year will take place during the open enrollment period beginning in October 2024), the Benefits Program known as the Regular Plan Program shall no longer be available to any Employees who are not already currently enrolled in the Regular Plan Program at that time. Those Employees already enrolled in the Regular Plan Program will be able to remain in the Regular Plan Program until they elect another benefits program (for example, the Benefits Plus Program). Beginning January 1, 2025, Employees who are enrolled in the Regular Plan Program and elect another benefits program in the future will no longer be able to enroll in the Regular Plan Program.

C. Employees who remain eligible to participate in and who also remain enrolled in the Regular Plan Program will continue to have access to the following benefits until they elect a different benefit program:

1. Regular Plan Medical
2. Regular Plan Dental
3. Regular Plan Basic Life
4. Regular Plan Vision (effective January 1, 2025)

D. Upon request, the Company agrees to:

1. Meet with the Union to provide notice of material plan changes on an annual basis no less than thirty (30) days before the start of the Annual Enrollment period; and
2. Provide the Union with the following information at the beginning of each calendar year regarding that year's medical plan costs and enrollment;
  - a. Current rates for the applicable medical plans (e.g., Premium Cost, Employee Contributions, and Southwest Costs) by Plan and Election Tier;
  - b. Total Company enrollment statistics (e.g., number of Company Employees enrolled in each medical plan and election tier), and enrollment statistics for the Union (e.g.,

number of Members enrolled in each medical plan and provided will be at an aggregate level and not divided by workgroup.

**BE.** Employees covered under this Agreement who retire after attaining age sixty-one and one-half (61½) with ten (10) years of service with the Company, or at age sixty (60) with twelve (12) years of service with the Company, may continue to receive benefits under Medical Plan C and Basic Dental from the date they retire until age sixty-five (65) by the payment of premiums which will not exceed the pure actuarial cost of providing such coverage as determined by the Administrator of the Company's Health Plans in effect at that time. Coverage under this ~~p~~**P**aragraph shall extend to persons covered under the Health Plan as Eligible Family Members at the time of the Employee's retirement unless they cease to be an Eligible Family Member during the period of coverage for the retired Employee. If the retired Employee covered under this ~~p~~**P**aragraph dies before age 65, his spouse and/or dependent may continue coverage up to the date the retired Employee would have reached age 65. The retired Employee will be given the option to change coverage level at each subsequent Health Plan enrollment period. The Employee may choose to take, or not to take, Basic Dental.

**CF.** An Employee covered under this Agreement may retire at or after Age 55 with at least **fifteen (15)** years of service with the Company and purchase coverage under Medical Plan C for the entire duration of retirement coverage to age 65. The Employee shall pay for such coverage first through the exchange of sick leave at the rates below and, once all accrued sick pay is exhausted, then by the payment of premiums which will not exceed the age banded actuarial cost of providing such coverage as determined by the Administrator of the Company's Health Plans. Accrued sick leave will be exchanged at the following rates:

1. If the Employee retires with at least seven hundred and twenty (720) credited hours of sick leave available, he may exchange at the following rates:
  - a. One (1) month of coverage for each twelve (12) hours of accrued sick leave for Employee only coverage.
  - b. One (1) month of coverage for each sixteen (16) hours of accrued sick leave for Employee plus one dependent (child/spouse coverage).
  - c. One (1) month of coverage for each eighteen (18) hours of accrued sick leave for Employee plus family coverage.



2. If the Employee retires with between five hundred (500) to seven hundred nineteen (719) credited sick hours available, he may exchange one (1) month of coverage for each eighteen (18) hours of accrued sick leave.
3. If the Employee does not have a minimum sick leave available of at least five hundred (500) hours, he may not exchange accrued sick leave.

**DG.** An Employee covered under this Agreement may retire at or after Age 60 with at least **fifteen (15)** years of service with the Company and purchase coverage under the Benefits Plus Plans to age 65. The retired Employee must continue at the same coverage option and coverage level as the Employee was receiving on the day prior to retirement until the next Health Plan enrollment period. Each year thereafter, during the Health Plan enrollment period, the retired Employee will be eligible to elect a coverage option under the Benefits Plus Plan portion of the Health Plan. The Employee shall pay for such coverage first through the exchange of sick leave at the rates below and, once all accrued sick pay is exhausted, then by the payment of premiums which will not exceed the age banded actuarial cost of providing such coverage as determined by the Administrator of the Company's Health Plans. Accrued sick leave will be exchanged at the following rates:

1. One (1) month of coverage for each twelve (12) hours of accrued sick leave for Employee only coverage.
2. One (1) month of coverage for each fourteen (14) hours of accrued sick leave for Employee plus one dependent (child/spouse) coverage.
3. One (1) month of coverage for each sixteen (16) hours of accrued sick leave for Employee plus family coverage.

**EH.** An Employee electing coverage under ~~p~~**P**aragraphs ~~C~~**F** and ~~D~~**G** may opt to take Basic Dental at age banded rates. Coverage under ~~p~~**P**aragraphs ~~C~~**F** and ~~D~~**G** shall extend to persons covered under the Health Plan as Eligible Family Members at the time of the Employee's retirement until they cease to be an Eligible Family Member during the period of coverage for the retired Employee. If the retired Employee covered under this ~~p~~**P**aragraph dies before age 65, his spouse may continue coverage up to the date the retired Employee would have reached age 65 or, if earlier, until the spouse reaches age 65.

~~F.I.~~ Employees covered under this Agreement who are retiring may utilize any provision in the current contract for which he is eligible.

J. Upon reaching age sixty-five (65) a retired Employee purchasing retiree healthcare coverage under Paragraph F and G with remaining credited sick leave may elect to trade unused credited sick leave for continued coverage under the Company's Medical Plan C and Basic Dental for a younger spouse under age sixty-five (65) and other eligible dependents at the rates prescribed in Paragraph F and G above.

If the Employee who retired at or after age sixty-one and half (61 ½) with at least ten (10) years of service with the Company, or at or after age sixty (60) with at least twelve (12) years of service with the Company, or at or after age fifty-five (55) with at least fifteen (15) years of service with the Company has used all sick leave, coverage may be purchased for the younger spouse and other eligible dependents at the age-banded actuarial cost of coverage for Medical Plan C and Basic Dental. Coverage will end when the younger spouse reaches age sixty-five (65).

If a younger spouse receiving such coverage should die thereafter, eligible dependents will be covered until the younger spouse would have reached age sixty-five (65).

If the retired Employee dies after retirement, their surviving spouse and eligible dependents will be eligible for continued benefits as if the Employee has survived provided that such coverage will not continue beyond the surviving spouse's remarriage. If premium payments are required due to lack of sick leave, eligible family members must continue to make the premium payments in order to remain covered.

A retired Employee, their spouse, and other eligible dependents choosing to purchase Medical Plan C coverage may choose to take, or not to take, Basic Dental.

## ARTICLE TWENTY-SEVEN PROFIT SHARING

The Employees covered hereunder shall be included in the Southwest Airlines Profit Sharing Plan, as amended, which became effective January 1, 1973.

It is recognized that the Ramp, Operations, Provisioning and Freight Agents rely on the ~~p~~Profit ~~s~~Sharing ~~p~~Plan to provide a significant portion of their retirement.

Should the Southwest Airlines Board of Directors take action to terminate the Plan, this CBA will be reopened for the limited purpose of negotiating a plan to replace the Profit Sharing Plan.

## ARTICLE TWENTY-EIGHT WAGE RULES

A. Employees shall be paid twice per month, based on the following schedule:

<u>Pay Period</u>	<u>Regular Pay<del>day</del></u>
1st through the 15th	20th of the month
16th through the end of the month	5th of the next month

If a Regular Payday falls on Saturday, paychecks will be distributed on the preceding Friday (or the preceding Thursday, if such Friday is a holiday). If a Regular Payday falls on Sunday, paychecks will be distributed on the following Monday (or the preceding Friday, if such Monday is a holiday). If a Regular Payday falls on a Monday holiday, paychecks will be distributed on the following Tuesday; otherwise, if a Regular Payday falls on a holiday, paychecks will be distributed on the preceding day. Examples of known events during the term of this Agreement when distribution of paychecks will be affected by a Monday or Friday holiday include:

Monday Holiday	Circumstance	Payday
<del>September</del> <u>July</u> 5, <del>2016</del> <u>2027</u> (M)	Regular Payday on Monday Holiday	<del>September</del> <u>July</u> 6, <del>2016</del> <u>2027</u> (T)
<del>January</del> <u>September</u> 21 <del>06</del> , 2019- <del>2027</del> (M)	Monday Holiday following Sunday Payday	<del>January</del> <u>September</u> 18 <del>3</del> , 2019 <u>2027</u> (F)

B. In lieu of receiving a traditional paycheck, an Employee may elect "direct deposit" to any financial institution capable of receiving electronic funds transfer. Availability of direct deposit funds to the Employee's account may vary slightly (earlier or later) from paycheck distribution dates depending on financial institution/Federal Reserve holidays and the specific financial institution's account posting practices.

C. Where there is a shortage equal to one-half (1/2) a day's pay or more in the pay of an Employee, the Employee shall be reimbursed from the General Office for such shortage within three (3) working days.

D. Pay checks shall include an itemized statement of all hours, wages, adjustments, and deductions for the pay period.

E. Employees leaving the service of the Company shall be paid for all the time due at the earliest possible time after separation and in compliance with state law.

F. Automatic changes in pay rates shall be computed as follows: changes occurring from the 24th day of the month to the 8th day of the following month shall be effective beginning on the 1st of the following month and changes occurring from the ninth to the 23rd of any month shall become effective beginning on the 16th day of the month.

Seniority Date		Seniority Date	
24		9	
25		10	
26		11	
27		12	
28		13	
29	Changes Effective	14	Changes Effective
30	1 <sup>st</sup> of the Month	15	16 <sup>th</sup> of the month
31		16	
1		17	
2		18	
3		19	
4		20	
5		21	
6		22	
7		23	
8			

G. An inconvenience shift premium of ~~\$80.00~~ **\$100.00** per month shall be added to the base pay during each month that an Employee is scheduled to work at least four (4) shifts during such month which begin at or after 12:00 noon and before 5:00 A.M.

H. A multiple starting time premium shall be added to the base pay during each month based on the following schedule.:

1. Employee is scheduled to work two (2) shifts within his work week whose starting times vary by more than twenty-nine (29) minutes within the work week - ~~\$20.00~~ \$25.00 per month.
2. Employee is scheduled to work three (3) shifts within his work week whose starting times vary by more than twenty-nine (29) minutes within the work week - ~~\$45.00~~ \$55.00 per month.
3. Employee is scheduled to work four (4) shifts within his work week whose starting times vary by more than twenty-nine (29) minutes within the work week - ~~\$75.00~~ \$95.00 per month.
4. Employee is scheduled to work five (5) shifts within his work week whose starting times vary by more than twenty-nine (29) minutes within the work week - ~~\$100.00~~ \$125.00 per month.

I. An Employee reclassified to a higher rated position under this Agreement shall enter such new higher rated position at the pay scale to which he is entitled in accordance with his Company seniority. An Employee reclassified to a position with equal rates of pay shall enter the new classification with his pay unaffected.

J. Nothing in this Agreement shall prevent the Company from paying to an individual Employee hereunder a higher rate of compensation than the rate established in this Agreement.

K. As of the ratification of this Agreement, the thirteen (13) step pay scale will be reduced to an eleven (11) step pay scale (Steps New Hire - 10).

- ~~1. Upon completion of the first six (6) months of service with the company an Employee shall advance to the 6 Month Step.~~ Upon completion of the first year of service with the Company an Employee shall advance to Step One (1) of the progressive pay scale. Thereafter, on the anniversary of such Employee's date of hire the Employee shall advance to the next step and so on until they reach the top of the pay scale.

~~2. Effective the first full pay period after date of ratification, and thereafter on the anniversary of that date, all Employees shall be paid at the following hourly rates of pay:~~

1. As a result of the compression to the pay scale, Employees currently at 6 Month will be at the New Hire Step until they complete one (1) year of service.
2. As a result of the compression to the pay scale, all Employees currently at Steps 10 – 11 will be at the new top of scale step, Step 10.

L. The new rates will go into effect the first full pay period following the date of ratification of this Agreement. Thereafter on the anniversary of the date of ratification, the following hourly rates of pay will go into effect for all Employees:



Current Pay Step	Current Rates	New Pay Step	Ramp/Provo Rates of Pay				
			2024	2025	2026	2027	2028
				3.0%	3.0%	3.0%	3.0%
New Hire	\$ 17.00	New Hire	\$19.45	\$20.03	\$20.63	\$21.25	\$21.89
6 Month	\$ 17.00						
Step 1	\$ 17.00	Step 1	\$20.11	\$20.72	\$21.34	\$21.98	\$22.64
Step 2	\$ 17.80	Step 2	\$21.07	\$21.71	\$22.36	\$23.03	\$23.72
Step 3	\$ 18.60	Step 3	\$21.94	\$22.60	\$23.28	\$23.98	\$24.70
Step 4	\$ 19.39	Step 4	\$23.11	\$23.81	\$24.52	\$25.26	\$26.02
Step 5	\$ 20.19	Step 5	\$24.85	\$25.59	\$26.36	\$27.15	\$27.96
Step 6	\$ 21.73	Step 6	\$26.03	\$26.81	\$27.61	\$28.44	\$29.29
Step 7	\$ 22.81	Step 7	\$27.21	\$28.03	\$28.87	\$29.74	\$30.63
Step 8	\$ 23.87	Step 8	\$28.74	\$29.61	\$30.50	\$31.42	\$32.36
Step 9	\$ 24.95	Step 9	\$30.77	\$31.70	\$32.65	\$33.63	\$34.64
Step 10	\$ 26.02	Step 10	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77
Step 11*	\$ 32.06						

\* As a result of step compression, New Hire Step & 6 Month will combine to become the New Hire Step.  
Step 10 & Step 11 will combine to become the new top of scale hourly rate.

Current Pay Step	Current Rates	New Pay Step	Ops/Cargo Rates of Pay				
			2024	2025	2026	2027	2028
				3.0%	3.0%	3.0%	3.0%
New Hire	\$ 17.41	New Hire	\$19.80	\$20.40	\$21.01	\$21.64	\$22.29
6 Month	\$ 17.41						
Step 1	\$ 17.41	Step 1	\$20.46	\$21.08	\$21.71	\$22.36	\$23.03
Step 2	\$ 18.21	Step 2	\$21.42	\$22.07	\$22.73	\$23.41	\$24.11
Step 3	\$ 19.01	Step 3	\$22.29	\$22.96	\$23.65	\$24.36	\$25.09
Step 4	\$ 19.76	Step 4	\$23.46	\$24.17	\$24.90	\$25.65	\$26.42
Step 5	\$ 20.54	Step 5	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36
Step 6	\$ 22.08	Step 6	\$26.38	\$27.17	\$27.99	\$28.83	\$29.69
Step 7	\$ 23.16	Step 7	\$27.56	\$28.39	\$29.24	\$30.12	\$31.02
Step 8	\$ 24.22	Step 8	\$29.09	\$29.97	\$30.87	\$31.80	\$32.75
Step 9	\$ 25.30	Step 9	\$31.12	\$32.06	\$33.02	\$34.01	\$35.03
Step 10	\$ 26.37	Step 10	\$38.35	\$39.50	\$40.69	\$41.91	\$43.17
Step 11*	\$ 32.41						

\* As a result of step compression, New Hire Step & 6 Month will combine to become the New Hire Step.  
Step 10 & Step 11 will combine to become the new top of scale hourly rate.

Tentative Agreement #2 (2024)

Ramp/Provisioning Agents Rates of Pay								
Step	Current	3/1/2016	9/1/2016	3/1/2017	3/1/2018	3/1/2019	3/1/2020	3/1/2021
New Hire	\$10.28	\$12.00	\$12.00	\$12.30	\$12.61	\$12.93	\$13.22	\$13.52
6 Month	\$11.12	\$12.48	\$12.48	\$12.79	\$13.11	\$13.44	\$13.74	\$14.05
Step 1	\$11.47	\$12.98	\$12.98	\$13.30	\$13.63	\$13.97	\$14.28	\$14.60
Step 2	\$11.94	\$13.50	\$13.50	\$13.84	\$14.19	\$14.54	\$14.87	\$15.20
Step 3	\$13.36	\$14.04	\$14.04	\$14.39	\$14.75	\$15.12	\$15.46	\$15.81
Step 4	\$15.09	\$15.84	\$16.54	\$16.95	\$17.37	\$17.80	\$18.20	\$18.61
Step 5	\$16.36	\$17.18	\$17.94	\$18.39	\$18.85	\$19.32	\$19.75	\$20.19
Step 6	\$17.61	\$18.49	\$19.30	\$19.78	\$20.27	\$20.78	\$21.25	\$21.73
Step 7	\$18.49	\$19.41	\$20.26	\$20.77	\$21.29	\$21.82	\$22.31	\$22.81
Step 8	\$19.34	\$20.31	\$21.20	\$21.73	\$22.27	\$22.83	\$23.34	\$23.87
Step 9	\$20.22	\$21.23	\$22.16	\$22.71	\$23.28	\$23.86	\$24.40	\$24.95
Step 10	\$21.09	\$22.14	\$23.11	\$23.69	\$24.28	\$24.89	\$25.45	\$26.02
Step 11	\$25.97	\$27.27	\$28.47	\$29.18	\$29.91	\$30.66	\$31.35	\$32.06

**Tentative Agreement #2 (2024)**

<b>Operations/Cargo Agents Rates of Pay</b>								
<b>Step</b>	<b>Current</b>	<b>3/1/2016</b>	<b>9/1/2016</b>	<b>3/1/2017</b>	<b>3/1/2018</b>	<b>3/1/2019</b>	<b>3/1/2020</b>	<b>3/1/2021</b>
New Hire	\$10.63	\$12.35	\$12.35	\$12.65	\$12.96	\$13.28	\$13.57	\$13.87
6 Month	\$11.52	\$12.83	\$12.83	\$13.14	\$13.46	\$13.79	\$14.09	\$14.40
Step 1	\$11.87	\$13.33	\$13.33	\$13.65	\$13.98	\$14.32	\$14.63	\$14.95
Step 2	\$12.32	\$13.85	\$13.85	\$14.19	\$14.54	\$14.89	\$15.22	\$15.55
Step 3	\$13.74	\$14.39	\$14.39	\$14.74	\$15.10	\$15.47	\$15.81	\$16.16
Step 4	\$15.47	\$16.19	\$16.89	\$17.30	\$17.72	\$18.15	\$18.55	\$18.96
Step 5	\$16.74	\$17.53	\$18.29	\$18.74	\$19.20	\$19.67	\$20.10	\$20.54
Step 6	\$18.00	\$18.84	\$19.65	\$20.13	\$20.62	\$21.13	\$21.60	\$22.08
Step 7	\$18.87	\$19.76	\$20.61	\$21.12	\$21.64	\$22.17	\$22.66	\$23.16
Step 8	\$19.71	\$20.66	\$21.55	\$22.08	\$22.62	\$23.18	\$23.69	\$24.22
Step 9	\$20.60	\$21.58	\$22.51	\$23.06	\$23.63	\$24.21	\$24.75	\$25.30
Step 10	\$21.48	\$22.49	\$23.46	\$24.04	\$24.63	\$25.24	\$25.80	\$26.37
Step 11	\$26.35	\$27.62	\$28.82	\$29.53	\$30.26	\$31.01	\$31.70	\$32.41

M. **3. One-Time Bonuses.** The Company will provide a one-time lump sum bonus in the aggregate amount of \$140,000,000 to be distributed to ~~for~~ those Employees who have completed initial probation and are working under the TWU Local 555 Agreement as of the Date of Ratification ~~(February 19, 2016)~~ and must be employed at Southwest Airlines five (5) business days prior to the date of payment. The Company will distribute the lump sum bonus no later than sixty (60) days after the Union provides formal notice to the Company that this Agreement has been ratified. The monies distributed as part of the lump sum bonus will be eligible for 401(k) contributions, as applicable, in accordance with the Agreement, and will be considered eligible compensation under the terms of the Company's Profit-Sharing Plan. The distributions shall be as provided for in the table below.

<u>March 1, 2022, to January 31, 2024</u> Total TWU 555 401(k) Eligible Earnings		<u>Lump Sum Bonus</u>
From	To	
\$1.00	\$10,000.00	\$811.69
\$10,000.01	\$20,000.00	\$1,623.38
\$20,000.01	\$30,000.00	\$2,435.06
\$30,000.01	\$40,000.00	\$3,246.75
\$40,000.01	\$50,000.00	\$4,058.44
\$50,000.01	\$60,000.00	\$4,870.13
\$60,000.01	\$70,000.00	\$5,681.82
\$70,000.01	\$80,000.00	\$6,493.51
\$80,000.01	\$90,000.00	\$7,305.19
\$90,000.01	\$100,000.00	\$8,116.88
\$100,000.01	\$110,000.00	\$8,928.57
\$110,000.01	\$120,000.00	\$9,740.26
\$120,000.01	\$130,000.00	\$10,551.95
\$130,000.01	\$140,000.00	\$11,363.64
\$140,000.01	\$150,000.00	\$12,175.32
\$150,000.01	\$160,000.00	\$12,987.01
\$160,000.01	\$170,000.00	\$13,798.70
\$170,000.01	\$180,000.00	\$14,610.39
\$180,000.01	\$190,000.00	\$15,422.08
\$190,000.01	\$200,000.00	\$16,233.77
Over	\$200,000.00	\$17,045.45

Ratification Bonus	\$42,000,000	
Profitability Bonus	\$15,000,000	Provided the Company has achieved a ROIC of 25% or Greater in 2015
401K Gap Payment	\$23,000,000	

~~Provided this Agreement is ratified no later than February 29, 2016, the Company will pay the following lump sum payments to eligible employees within 90 days of February 19, 2016. Bonuses will be distributed based on Southwest Airlines 401(k) eligible earnings, while working under the TWU Local 555 Agreement, from July 1, 2011 to June 30, 2015 as provided for in the table below.~~

July 1, 2011 to June 30, 2015 Total Southwest 401(k) eligible earnings		Lump Sum Bonus (Ratification, Profitability & 401(k))
From	To	Gap)
\$1.00	\$10,000.00	—\$509.00
\$10,000.01	\$20,000.00	—\$1,016.35
\$20,000.01	\$30,000.00	—\$1,522.04
\$30,000.01	\$40,000.00	—\$2,026.09
\$40,000.01	\$50,000.00	—\$2,528.51
\$50,000.01	\$60,000.00	—\$3,029.28
\$60,000.01	\$70,000.00	—\$3,528.43
\$70,000.01	\$80,000.00	—\$4,025.97
\$80,000.01	\$90,000.00	—\$4,521.88
\$90,000.01	\$100,000.00	—\$5,016.18
\$100,000.01	\$110,000.00	—\$5,508.88
\$110,000.01	\$120,000.00	—\$5,999.98
\$120,000.01	\$130,000.00	—\$6,489.48
\$130,000.01	\$140,000.00	—\$6,977.37
\$140,000.01	\$150,000.00	—\$7,463.70
\$150,000.01	\$160,000.00	—\$7,948.44
\$160,000.01	\$170,000.00	—\$8,431.61
\$170,000.01	\$180,000.00	—\$8,913.20

Tentative Agreement #2 (2024)

<del>\$180,000.01</del>	<del>\$190,000.00</del>	<del>—\$9,393.24</del>
<del>\$190,000.01</del>	<del>\$200,000.00</del>	<del>—\$9,871.71</del>
<del>\$200,000.01</del>	<del>\$210,000.00</del>	<del>—\$10,348.61</del>
<del>\$210,000.01</del>	<del>\$220,000.00</del>	<del>—\$10,823.98</del>
<del>\$220,000.01</del>	<del>\$230,000.00</del>	<del>—\$11,297.80</del>
<del>\$230,000.01</del>	<del>\$240,000.00</del>	<del>—\$11,770.09</del>
<del>\$240,000.01</del>	<del>\$250,000.00</del>	<del>—\$12,240.83</del>
<del>Over</del>	<del>\$250,000.00</del>	<del>—\$12,724.96</del>

~~\*For Purposes of the Profitability Bonus, ROIC is the Company's "Return On Invested Capital" as defined and reported in the Fourth Quarter and Annual Earnings Release.~~



## ARTICLE TWENTY-NINE DURATION AND AMENDMENTS

This entire Agreement shall remain in full force and effect as of the date of ratification through and including ~~February 18, 2021~~ March 20, 2029, and thereafter shall be subject to change as provided in Section Six of the Railway Labor Act, as amended. Upon written notice, either party reserves the option to open negotiations within twelve (12) months of the amendable date.

## ARTICLE THIRTY RETIREMENT

**A.** The Employees covered hereunder shall continue to be included in the Southwest Airlines Co. 401(k) plan, subject to the terms thereof, to which the Company shall agree to make a matching contribution in the amount~~s~~ set forth below. ~~Effective January 1, 2019, with respect to all Employees covered hereunder,~~

- 1. Effective as of the date of ratification through December 31, 2024,** the Company agrees to contribute one dollar (\$1.00) for each one dollar (\$1.00) of the Employee's pre-tax or Roth after-tax contribution, not to exceed nine and three/tenths percent (9.3%) of the Employee's eligible compensation, as defined in the 401(k) plan.
- 2. Effective January 1, 2025, for all Employees covered hereunder,** the Company agrees to contribute one dollar (\$1.00) for each one dollar (\$1.00) of the Employee's pre-tax or Roth after-tax contribution, not to exceed ten percent (10%) of the Employee's eligible compensation, as defined in the 401(k) plan.

The Company will allow Employees to make contributions in increments of one-tenth of one percent (i.e., 0.1%), but no less than one percent (1%). Employees shall not be required to but may make additional contributions up to the annual legal limit.

**B.** ~~But until January 1, 2019, the Employees covered hereunder shall continue at the current 8.3% match rate. In the event that any portion of an Employee's pre-tax contribution to the 401(k) plan shall be distributed to the Employee, as a result of the failure of such 401(k) plan during any plan year to pass the actual deferral percentage test, such distribution shall not affect the amount of matching contribution payable with respect to such Employee; rather, the matching contribution shall be calculated by reference to the entire pre-tax contribution of the Employee, prior to any such distribution. The determination of whether or not the 401(k) plan has failed the actual deferral percentage test for any plan year, and of the amount to~~ If the 401(k) plan fails the actual deferral percentage test during any plan year, and, as a result any of an Employee's pre-tax contribution is distributed back to the Employee, it will not affect the matching contribution payable to that Employee. Instead, the Company will calculate the matching contribution based on the Employee's pre-tax contribution before any such distribution occurs and pay the excess match in cash to the Employee. The

Company will determine whether the 401(k) plan has failed the actual deferral percentage test for any given plan year and how much the 401(k) plan must be distributed to an Employee in order to correct such failure. The Company's determination on this matter is binding on all parties involved., shall be made by the Company, whose determination in that regard shall be binding on all parties hereto.

C. If any additional or different investment funds are offered to any Employee group participating in the Southwest Airlines Co. 401(k) Plan, then such additional or different investment funds will also be offered to Employees covered by this Agreement. If any Employee group (excluding pilots) receives an improvement to the Company's 401(k) contribution, then that same improvement (subject to the same terms and conditions) will be provided to Employees covered by this Agreement.

## **ARTICLE THIRTY-ONE UNION MEMBERSHIP**

A. Any Employee of the Company covered by this Agreement who fails to voluntarily join and maintain membership in the Union shall be required, as a condition of employment, beginning thirty (30) days after the effective date of this Agreement or one (1) full month after the completion of his probationary period, whichever is later, to pay the Union semi-monthly membership dues as a service charge for the Union's administration of this Agreement and representation of such Employee.

B. If any Employee of the Company covered by this Agreement becomes delinquent in the payment of dues, the Union shall attempt to notify such Employee by certified mail, return receipt requested, with a copy sent to such Employee by regular U.S. Mail and to the appropriate department Vice President, that he is delinquent in the payment of such dues, as specified herein, and is subject to discharge as an Employee of the Company. Such letter shall also notify the Employee that he must remit the required payment within a period of fifteen (15) days or be discharged.

C. If, upon the expiration of the fifteen (15) day period, the Employee remains delinquent, the Union shall certify in writing to the appropriate Vice President, copy to the Employee, that the Employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Company's Vice President shall thereupon take steps to promptly discharge such Employee from the service of the Company.

D. A grievance by an Employee who is to be discharged as the result of an interpretation or application of the provisions of this Article shall be subject to the following procedure:

1. An Employee who believes that the provisions of this Article have not been properly interpreted or applied must submit his written request for review within five (5) days from the date of his discharge from the Company pursuant to Paragraph C, above. The request must be submitted to the Vice President, or his designee, who shall review the grievance and render his decision, in writing, no later than five (5) days following receipt of the grievance.

2. The Vice President or his designee shall forward his decision to the Employee, with a copy to the Union. Said decision shall be final and binding on all interested parties, unless appealed as hereinafter provided. Either the Employee or the Union may appeal the decision within ten (10) days from the date of the decision. Such appeal shall be directed to a neutral referee, to be agreed upon by the Employee and the Union, within ten (10) days after notice of appeal. In the specified period, either the Employee or the Union may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be rendered within ten (10) days after his appointment. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee shall be borne equally by the Employee and the Union.

E. During the period a grievance is being handled under the provisions of this Article, and until final award by the department Vice President, his designee, or the neutral referee, the Employee shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Article. A decision shall be deemed final when time for appeal has expired.

1. An Employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for just cause," within the meaning of the terms and provisions of this Agreement.
2. It is agreed that the Company shall not be liable for any time, wage, or other claims of any Employee discharged by the Company pursuant to a written order by any authorized Union representative under the terms of this Paragraph.

F. Provided the Company has received the "check-off form," prepared and furnished by the Union and executed by the Employee, the Company shall deduct the Employee's dues, as determined by the Union, from the Employee's wages and remit same to the Union.

## EXECUTION PAGE

**For Southwest Airlines Co.:**

**For Transport Workers Union of America,  
AFL-CIO Local 555:**

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**SWA**

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**Andre Sutton, Air Division Director  
International Vice President**

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**SWA**

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**Randy Barnes  
President, Local 555**

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**SWA**

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**Melvin Baker  
Negotiating Committee Member**

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**SWA**

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**Chuck Cerf  
Negotiating Committee Member**

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**SWA**

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**Robert Gadd  
Negotiating Committee Member**

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**SWA**

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**Jesus Gomez Garcia  
Negotiating Committee Member**

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**SWA**

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**Edwin Green  
Negotiating Committee Member**

## SIDE LETTER OF AGREEMENT NUMBER ONE

This will confirm the understanding reached during negotiations leading up to the Agreement between the Company and the Union regarding the application of Article 20, Section 1.G.1.a. In cases involving allegations of matters involving harassment, intimidation, threats, Customer complaints, or criminal activity, it is understood that an internal investigation may be required before the Company will become aware of the incident concerning which the fact-finding shall be convened. If such an investigation is required, it will be conducted in an expeditious manner.

If a fact-finding meeting is held after such an investigation, then the Union will be notified of the start and end dates of the investigation. In the event a dispute arises as to whether an investigation was conducted in an expeditious manner, the Company has the burden to establish that the length of the investigation was reasonable, under the circumstances.

It is understood and agreed that this Side Letter of Agreement only applies to investigations conducted by those who are not involved in issuing, upholding, or removing discipline for Employees covered by this Agreement (e.g., investigations conducted by Employee Relations or Corporate Security).

Signed this    day of    2024.

For Southwest Airlines Co.

For Transport Workers Union of America  
AFL-CIO Local 555

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Eddie Berbarie, Managing Director  
Labor Relations

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Randy Barnes, President



## SIDE LETTER OF AGREEMENT NUMBER TWO

This will confirm the understanding reached during negotiations leading up to the agreement between the Company and the Union regarding the Work Rule Interpretations:

Upon ratification of this Agreement, designees members from both negotiating committees and/or their designees parties will meet to update the Work Rule Interpretations within ninety (90) days. The updates to the Work Rule Interpretations must be signed by the undersigned or their designees. Both parties agree that any difficulties arising from such update will be resolved by the undersigned or their designees.

Signed this day of 2024.

For Southwest Airlines Co.

For Transport Workers Union of America  
AFL-CIO Local 555

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Eddie Berbarie, Managing Director  
Labor Relations

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Randy Barnes, President

## **SIDE LETTER OF AGREEMENT NUMBER THREE**

This will confirm the understanding reached during negotiations leading up to the agreement between the Company and the Union regarding meetings with the Southwest Airlines Co. Profit Sharing Committee:

Upon request of the Union, before and after the normally scheduled meetings of the Southwest Airlines Co. Profit Sharing Committee, the Company agrees to meet with the Union to provide updates on any investment decisions made by the Committee and discuss any suggestions the Union may present.

**Signed this day of 2024.**

**For Southwest Airlines Co.**

**For Transport Workers Union of America  
AFL-CIO Local 555**

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**Eddie Berbarie, Managing Director  
Labor Relations**

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**Randy Barnes, President**

## **SIDE LETTER OF AGREEMENT NUMBER FOUR**

This will confirm the agreement between the Union and the Company, reached during discussion, regarding "EFT", "FIDS", and "ACARS" system. The following are in compliance with the language and the intent of our Collective Bargaining Agreement, specifically Article Five:

- Operations Agents will be required to enter Flight Arrival and Departure times for all flights.
- In regards to the "Auto Posting" feature proposed in the EFT/FIDS system, Operations Agents will be required to "Approve" or "Modify" all updates to the estimated time of departure and estimated time of arrival postings. Operations Agents will have the ability to "Approve" or "Modify" times from either the Coordinators position, or if necessary, at the gate.
- Operations Agents will continue to communicate via radio directly from the Stations to the Aircraft as needed in the daily performance of their job duties.

**Signed this    day of    2024.**

**For Southwest Airlines Co.**

**For Transport Workers Union of America  
AFL-CIO Local 555**

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**Eddie Berbarie, Managing Director  
Labor Relations**

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**Randy Barnes, President**

**SIDE LETTER OF AGREEMENT  
NUMBER FIVE  
HUMAN REMAINS**

This Letter of Agreement will confirm the agreement between the Union and the Company, reached during discussions regarding the movement of Human Remains.

The Company and the Union agree that if an Agent expresses to his immediate Supervisor that he does not wish to help with the shipment of Human Remains, the Company will make an effort to find other Employees who will help with the shipment. In the event that the Company is unable to identify another Employee to help with the shipment, the Company and the Union agree that Management Employees will help with the shipment.

**Signed this day of 2024.**

**For Southwest Airlines Co.**

**For Transport Workers Union of America  
AFL-CIO Local 555**

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**Eddie Berbarie, Managing Director  
Labor Relations**

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**Randy Barnes, President**

**SIDE LETTER OF AGREEMENT  
NUMBER SIX  
HEAVY FREIGHT**

This Letter of Agreement will confirm the agreement between the Union and the Company reached during discussion, regarding the Maximum ~~two hundred fifty (250) 200~~ pound cargo weight limit.

The Company agrees that it will not initiate a greater weight limit than the current ~~two hundred fifty (250) 200~~ pounds without first ~~discussion~~ discussing and coming to an agreement with the Union.

This ~~a~~Agreement leaves in place the Southwest Airlines Co. Contract of Carriage Cargo, ~~page 8 number 6~~. Shipments Subject to Advance Arrangements.

**Signed this    day of 2024.**

**For Southwest Airlines Co.**

**For Transport Workers Union of America  
AFL-CIO Local 555**

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**Eddie Berbarie, Managing Director  
Labor Relations**

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**Randy Barnes, President**

**~~SIDE LETTER OF AGREEMENT  
NUMBER SEVEN  
RATIFICATION POINT ADJUSTMENT~~**

~~This will confirm the understanding reached during negotiations leading up to the agreement between the Company and the Union regarding a ratification attendance point adjustment. Within 45 days of ratification, all Employees covered under this agreement will have their point accumulation reduced by three (3) points to a maximum of (-7) points.~~

**SIDE LETTER OF AGREEMENT  
NUMBER SEVEN**

**TRIAL PERIOD**  
**DOUBLE-TIME FOR VOT WORKED OVER 32 HOURS**

During Section 6 Negotiations, TWU 555 proposed that its Members be paid an hourly rate of double-time pay for all voluntary overtime (“VOT”) hours worked above thirty-two (32) hours in a calendar month. The Company is willing to agree to the following terms and conditions on a trial basis (“Temporary Agreement”):

1. The Company will pay an Employee an hourly rate of double-time pay for all VOT hours they worked above thirty-two (32) hours in a calendar month. The VOT hours counted towards the 32-hour threshold and that qualify for double-time pay are limited to those VOT hours which are volunteered for through the overtime call book and actually worked. Where practicable, an Employee should advise the Company at time of assignment when they have met the 32-hour threshold, but in all circumstances an Employee will be paid when the 32-hour threshold has been met.
2. This Temporary Agreement will take effect the first complete calendar month following ratification of a new CBA and will remain in effect for at least eighteen (18) months. The Company, in its sole discretion, may extend the Temporary Agreement for an additional 12-month period. The Company will give a 30-day written notice to the Union prior to the end of the 18-month period as to whether or not the Temporary Agreement will be extended or become part of the new CBA.
3. At any time while the Temporary Agreement is in effect the Company may elect, in its sole discretion, to incorporate the terms set forth in Section 1 above into Article 7, Section C of the CBA. The Company will provide written notice to the Union of such intent.
4. If this Temporary Agreement is not incorporated into the CBA in accordance with Sections 2 and/or 3 above, this Temporary Agreement will expire and no longer have any force or effect.



5. At any time prior to the Company providing written notice of its intention to incorporate Section 1 above into Article 7, Section C of the CBA, the Union may provide written notice to the Company that it elects to cancel this Temporary Agreement and this Temporary Agreement will no longer have any force or effect.
6. During the course of this Temporary Agreement, every six (6) months, the Company will review with the Union the potential costs and benefits associated with this Temporary Agreement, including but not limited to its potential effect on mandatory overtime (“MOT”) and VOT and premium pay and hour trends as a percentage of total paid working hours.
7. While the Temporary Agreement is in effect, the Company agrees to provide the Union with the following data on a quarterly basis: (a) total MOT hours; (b) total VOT hours; (c) total paid hours; and (d) total paid working hours.

Signed this     day of 2024.

For Southwest Airlines Co.

For Transport Workers Union of America  
AFL-CIO Local 555

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Eddie Berbarie, Managing Director  
Labor Relations

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Randy Barnes, President

**~~SIDE LETTER OF AGREEMENT  
NUMBER EIGHT  
ATTENDANCE NOTIFICATION BY EMAIL~~**

~~This will confirm the understanding reached during negotiations leading up to the agreement between the Company and the Union regarding attendance discipline notification by email. The Company will notify Employees by Company email of the issuance of a Letter of Instruction. There will be a six-month trial period. At the conclusion of six months, the Company and the Union will meet to evaluate the success of this program. At that time, either party may suspend this trial.~~

## SIDE LETTER OF AGREEMENT NUMBER EIGHT

### INITIAL VOLUNTARY OVERTIME NOTIFICATION VIA ELECTRONIC MEANS

Once the Company makes an electronic voluntary overtime signup available pursuant to Side Letter Number 9, it shall include the ability for Employees to:

- Add their name to the electronic voluntary overtime call book at least 14 days prior to the day for which they are signing up;
- Make any changes or additions before the book is closed; and
- Add their name or preference below the line and remove their name for any further assignments, so long as overtime assignments are not actively being made.

Only after the Company makes electronic voluntary overtime signup available in accordance with the above, the Company may notify Employees of initial overtime assignments electronically. Additionally, the Company and Union agree that Employees will be given the option to opt into a “will accept” whereby they will be deemed to have been notified of initial voluntary overtime assignments when the assignment(s) are entered into and published via the electronic system. The Company and Union will meet and discuss the design and implementation of the electronic notification program. The Company and Union also agree that when more than forty (40) initial voluntary overtime assignments are being assigned at a specific bid location, assignments shall be made within three (3) hours under normal circumstances. This side letter does not change any other provisions of Article Seven.

Signed this    day of 2024.

For Southwest Airlines Co.

For Transport Workers Union of America  
AFL-CIO Local 555

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Eddie Berbarie, Managing Director  
Labor Relations

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Randy Barnes, President

**SIDE LETTER OF AGREEMENT  
NUMBER NINE  
ELECTRONIC MEANS**

This will confirm the understanding reached during negotiations between the Company and the Union regarding electronic means which includes the following: bidding for shifts, vacation, Freedays, DATs and FTOs, shift trades, overtime, permanent bids, temporary assignments, and vacation vacancy bids. Once electronic means are available, the parties will meet to discuss the implementation schedule.

Signed this    day of 2024.

**For Southwest Airlines Co.**

**For Transport Workers Union of America  
AFL-CIO Local 555**

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**Eddie Berbarie, Managing Director  
Labor Relations**

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**Randy Barnes, President**