

AGREEMENT

BETWEEN

SOUTHWEST AIRLINES CO.

and

THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
SOUTHWEST AIRLINES CO.

AS REPRESENTED BY THE  
TRANSPORT WORKERS UNION  
OF AMERICA, AFL-CIO

EFFECTIVE

JUNE 1, 2008

to

MAY 31, 2012



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## **PREAMBLE**

This Agreement is made and entered into by and between SOUTHWEST AIRLINES CO. (hereinafter referred to as the "Company"), and Transport Workers Union of America, AFL-CIO Local #556 (hereinafter referred to as the "Union") covering those employees employed by the Company in the unit described and certified by the National Mediation Board in Case No. 160RC-6826 on February 5, 1975.

In accordance with the certification (16RC 6826) made by the National Mediation Board on February 5, 1975, the Company hereby recognizes the Transport Workers Union of America, AFL-CIO, as the duly designated and authorized representative of the Flight Attendants in the employ of the Company covering rates of pay, rules, and working conditions. The Company recognizes the Union as the exclusive and sole collective bargaining agent for all Flight Attendants.

Pursuant to its certification as a commercial air carrier, the Company hereby recognizes the Union under the provisions of the Railway Labor Act, as amended, for the purposes and for the bargaining unit specified above.



## **ARTICLE 1**

### **NONDISCRIMINATION**

1. No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company or the Union because of membership in the Union. All employees shall be free to engage in lawful Union activities or to refrain from such activities.
2. In accordance with the established policy of the Company and the Union, the provisions of this agreement will apply equally to all employees, regardless of sex, sexual orientation, color, race, creed, age, national origin, religion, handicap or veteran status.

## **ARTICLE 2**

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is, in the mutual interest of the Company and employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the comfort and well being of Southwest passengers, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized to be the duty of the Company, the employees and the Union to cooperate fully for the attainment of these purposes.



## ARTICLE 3

### SCOPE OF AGREEMENT

1. The Company hereby recognizes the Union as the exclusive collective bargaining representative of all Flight Attendant employees.
2. Employees covered by this Agreement shall be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees and the Union prior to becoming effective. The Union shall be advised of any changes in Inflight Department rules, regulations, or orders governing Flight Attendants at least seven (7) working days before such rules, regulations, or orders become effective, unless the parties mutually agree to a shorter advance notification period. This seven (7) working day requirement will not apply where the Company is required by law to make immediate changes or in other emergency circumstances.
3. The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company.
4. This Agreement will be binding upon the parties hereto, their successors, administrators, executors, and assigns.

5. **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.

- A. 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 34.
- B. In the event the merger, purchase, or acquisition results in the integration of Flight Attendants, the parties agree to submit to final and binding arbitration by

an arbitrator from a list approved by the National Mediation Board any disputes between the Union and the Company not settled in the meetings provided above within six (6) months of the effective date of the merger, purchase, or acquisition which involve integration of the Southwest Flight Attendant Seniority List with the flight attendant seniority list 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. It is understood that the provisions of this Section shall not apply to the Company's purchase of another airline or the assets of another airline that does not result in the integration of Flight Attendants.

## **6. 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.

### **A. Labor Protection Provisions**

In the event of a merger, purchase, or acquisition of the Company by another company in which operational integration of Flight Attendants will occur, the integration of the respective Flight Attendant 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 Flight Attendant employee groups will remain separate until such time as the seniority lists are integrated in accordance with this paragraph.

### **B. Successorship**

The Company will not bring a single or multi-step successorship transaction to final conclusion unless the successor agrees, in writing, to:

1. Recognize the Union as the representative of the Employees on the Southwest Flight Attendant Seniority List as of the effective date of the transaction consistent with the Railway Labor Act, as amended.
2. Assume and be bound by this Agreement.

**7. FLIGHT ATTENDANT EXCLUSIVE FLYING**

- A. Cabin passenger service of the Company on all revenue and all miscellaneous flights operated by the Company will be performed only by Flight Attendants whose names appear on the Southwest Airlines Flight Attendant Seniority List.
- B. There will be no subcontracting of work covered by this Agreement (including wet leases) without prior written agreement from the Union. The Company may, however, enter into and maintain standard industry interline agreements for the accommodation of passengers and/or cargo or mail pursuant to standard industry practices (e.g., overbookings) and for transportation of excess baggage and excess cargo or mail.
- C. All present and future cabin passenger service of the Company on aircraft operated by the Pilots on the Pilot Seniority List of Southwest Airlines will be performed exclusively by the Flight Attendants on the Southwest Airlines Flight Attendant Seniority List under the terms of this Article and Agreement.

**8. CODESHARE AGREEMENTS**

- A. The Company will not enter into any Codesharing Agreement or operate any Codeshare Agreement Flight(s) that violates any of the provisions of this Article and this Agreement.
- B. "Codeshare Agreement" means an agreement or arrangement between the Company and one (1) or more air carriers under which another air carrier's flights bear the designator code of the Company or the Company's flights bear the designator code of the other air carrier, or both.
- C. "Codeshare Agreement Flight" means a flight of the Company bearing another air carrier's designator code or a flight of another air carrier bearing the Company's designator code under a Codeshare Agreement. A flight will be considered a Codeshare Agreement Flight where the flight has codesharing (i.e., a Company flight bearing the other air carrier's designator code or a flight of the other carrier bearing the Company's designator code) as published by the respective air carrier to the Official Airline Guide (OAG).
- D. The Company will negotiate with all codeshare partners Reciprocal Cabin Seat Agreements (RCSA) for the Flight Attendants on the Southwest Airlines Flight Attendant Seniority List.
- E. The Company will not allow its code to be used on flights of Foreign Air Carriers carrying local revenue passengers or cargo or mail traffic between airports within the United States or its Territories. The Company will not promote or support any change in the laws of the United States that would permit Foreign Air Carriers to engage in cabotage.

9. **ONBOARD SALES**

Prior to the Company engaging in future product or service sales conducted or transacted by Flight Attendants onboard any aircraft operated by the Company which would affect the ability of Flight Attendants to fulfill their overall duties and responsibilities, the Company agrees to bargain with the Union concerning the terms and conditions of these additional responsibilities.

10. **ADDITIONAL PROTECTIONS**

Any Scope protections not covered by this Agreement which are extended to the Company's Pilot Union will, if applicable, be automatically offered to the Union. If accepted by the Union, such protections will be incorporated into this Agreement.

11. **REMEDIES**

- A. Except as provided in Section 5.B. 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 20.15, any grievance alleging a violation of Sections 5, 6, 7, 8, 9, or 10 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.
- B. 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.

## **ARTICLE 4**

### **STATUS OF AGREEMENT**

1. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all agreements existing or previously executed between the Company and any union or individual affecting the employees covered hereunder.
2. It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the Company.

## ARTICLE 5

### DEFINITIONS

**BID LINE:** A planned monthly schedule for a Flight Attendant in her/his domicile awarded through the bid process with specified pairings and intervening scheduled days off.

**BLOCK TIME:** The time beginning when an aircraft leaves the blocks at the gate under its own power or under tow for the purpose of flight until it blocks in at the gate at the completion of the flight.

**COMPANY SENIORITY:** The seniority that begins to accrue from the date an employee is placed on the company payroll and shall continue to accrue during the term of employment. Company seniority shall determine vacation time, and all company benefits.

**DAILY RELEASE TIME (DRT):** The release from a Pairing or Reserve Block without pay that a Flight Attendant may bid and be awarded on a voluntary basis.

**DEADHEAD:** The transport of a Flight Attendant, at Company request to or from protecting a flight whether scheduled or unscheduled.

**DEBRIEF:** Thirty (30) minutes immediately after block arrival of the aircraft in domicile.

**DOMICILE:** A location designated by the Company where a Flight Attendant is based. The domicile is referred to by its official airline code.

**DUTY PERIOD:** The period of time commencing from check-in to block arrival at an RON, and from check-in to block plus thirty (30) minutes in domicile. The duty period does not relate to the 24 hour clock in that the day does not end/begin at 2400.

**EXTRA SECTION:** Additional flight that is not scheduled and is created to provide additional service and accommodate passengers who cannot be accommodated on a scheduled flight.

**FERRY FLIGHT:** A flight which does not carry passengers at Company request.

**FLIGHT ATTENDANT:** A Southwest Airlines employee regularly assigned to flight duty who is responsible for performing, or assisting in the performance of all safety, passenger service and cabin preparation duties and whose name appears on the current Flight Attendant seniority list. Flight Attendants will be responsible for handling passenger carry-on items, as required to secure the cabin for take-off and landing. Flight Attendants will not be responsible for the welfare of any passenger after the Flight Attendant has been released from her/his duties on the aircraft either at the home domicile or on any overnight. Flight Attendants will not be required to perform the work normally assigned to a Cleaner, Provisioner, Ramp, or Operations Agent. Flight Attendants will make a reasonable effort to tidy up the cabin. A Flight Attendant may be required to attend classes, meetings, etc. as are deemed necessary to fulfill

FAA requirements and Company and operational requirements, and may be requested to participate in promotional and/or publicity assignments. Whenever the term Flight Attendant is used it will include the female and male gender.

**FLOATING VACATION:** A week of vacation awarded a Flight Attendant without an actual date assigned.

**GROUND DUTY:** All work performed on the ground which is directly related to the duties of a flight to which a Flight Attendant is assigned.

**HOLIDAYS:** Thanksgiving Day, Christmas Day, and New Year's Eve.

**INFLIGHT DIVERSION:** When an aircraft lands at a different airport than the airport to which it was dispatched. The time of the occurrence is the time that the diverted flight originally blocked out.

**IRREGULAR OPERATIONS:** Flights that do not operate in accordance with the published schedule because of circumstances such as weather, maintenance delays, cancellations, crew shortages, misconnects, air traffic control, or similar circumstances within the system, as well as natural disasters, sabotage, hijacking, bomb threat or actual bomb, terrorist attacks, and/or acts of war.

**JOB SHARING:** When two (2) Flight Attendants voluntarily bid to share one monthly line of time. Each Flight Attendant will be designated a portion of the month for which they will be responsible. The designated **off** portion of the month will be without pay.

**MONTH:** The time period of the first day through the last day of each calendar month with the following exceptions:

January 1 - January 30 (January)

January 31 - March 1 (February)

March 2 - March 31 (March)

**MONTHLY RELEASE TIME (MRT):** A month of no scheduled flying without pay that a Flight Attendant may bid and be awarded on a voluntary basis in her/his domicile.

**OCCUPATIONAL SENIORITY:** The seniority that begins to accrue from the date a Flight Attendant is placed on the Company payroll as a Flight Attendant from which date seniority shall continue to accrue during the Flight Attendant's period of service.

**OPEN TIME:** All pairings (or pieces of pairings) that are not covered.

**PAIRING:** A series of flights which are published by the Company and intended to be flown by a single crew of Flight Attendants.

**PREMIUM PAY:** Additional compensation that is paid over and above a Flight Attendant's applicable trip rate.

**RESCHEDULE:** Any change in a Flight Attendant's original pairing after check-in caused as a result of irregular operation. A reschedule may include different pairings, partial pairings and additional pairings. A reschedule is not a move up.

**RESERVE LINE:** A planned monthly schedule for a Flight Attendant in her/his domicile awarded through the bid process with specified days of reserve availability and intervening scheduled days off.

**RIG:** A Minimum Pay Rule.

**SCHEDULE INTERRUPTION POINT (S.I.P.):** Anytime the pairing passes through the domicile from which the pairing originated.

**SENIOR FLIGHT ATTENDANT:** The Flight Attendant who is holding the senior ("A") position on a pairing and is responsible for on board efficiency of all inflight services of all Flight Attendants as well as for all administrative details assigned.

**TFP:** Trips for pay.

**TRIP:** When an aircraft takes off and lands; a single take off and landing; a single flight (a leg).

**UNSCHEDULED DAY:** A day off appearing on a line of time.

**VOLUNTARY JUNIOR AVAILABLE:** A Flight Attendant who signs up on the VJA list for specified flying on days off.

**600 SERIES:** Three (3) full days of flying with a single deadhead on the fourth day.

**900 SERIES:** A single deadhead on the first day followed by three (3) full days of flying.

All male or female pronouns used herein shall be deemed and understood to designate any employee hereunder, whether male or female.



## **ARTICLE 6**

### **SENIORITY**

1. Occupational seniority will be used for all vacation selection, leaves of absence other than medical leaves, reduction in force, return to active status after release due to reduction in force and bidding rights for line of time, reserve, vacation relief, extra sections, charter and other flying.
2. If more than one Flight Attendant has the same seniority date, then seniority will be determined by date of birth, with the older being more senior.
3. The Company will provide a copy of the permanent Flight Attendant Seniority List, revised no more than once each month through electronic means and on paper if requested by the Union, in a place mutually acceptable to the Company and the Union in all Flight Attendant Lounges.
4. An employee may protest any omission or incorrect posting affecting the employee's seniority within thirty (30) days after posting of the Seniority List, except that an employee on a leave of absence, vacation, or on an assignment at a location where a roster is not posted shall have thirty (30) days after his or her return to duty in which to file such a request.
5. A non-probationary Flight Attendant who has accrued at least one (1) year of occupational seniority as an on line Flight Attendant before transferring to supervisory or other non-flying duties directly related to the Flight Attendant duties shall continue to retain and accrue occupational seniority for a period equal to the greater of three (3) years or the Supervisor's years of accrued seniority as a Flight Attendant. Thereafter, such Supervisor shall retain but not accrue seniority. Such periods of time served as a Supervisor will be cumulative even though such periods of time may not be continuous.
6. Any Flight Attendant or Supervisor promoted to a Management position above that of a Supervisor, or who transfers to a Management position above that of a Supervisor will immediately forfeit any and all occupational seniority. In addition, anyone hired directly as a Supervisor or to a Management position above that of a Supervisor will not accrue any occupational seniority as a Flight Attendant.
7. Except as provided in paragraph 5 above, any Flight Attendant who leaves or voluntarily transfers from being a Flight Attendant will forfeit all occupational seniority unless otherwise mutually agreed in writing by the Union and Company.

## **ARTICLE 7**

### **PROBATION PERIOD**

1. During the first six (6) months of employment extended by any periods of furlough, suspension or leave(s) of absence, each Flight Attendant shall be on probation.
2. The Company shall have the right to discharge, discipline, or furlough any employee during the probation period without cause and without a hearing. Notwithstanding the above, probationary Flight Attendants are entitled to union representation and the grievance and arbitration provisions in this contract in connection with matters involving wages, hours, and conditions of service, but not in matters involving discipline or discharge. In meetings that involve discipline or discharge with respect to a Probationary Flight Attendant, a Union Representative may, at the request of the Probationary Flight Attendant, be present to act as a non-participating observer. If the Union Representative is unavailable, the Company may, but is not obligated to, delay such meetings.
3. All Probationary Flight Attendants will be senior qualified upon the completion of training.
4. A Probationary Flight Attendant's first line of time will be constructed and assigned in "B" or "C" position by Crew Planning. No two new Flight Attendants will be allowed to hold the same line of time their first month on the line. No Probationary Flight Attendants may buddy bid (double or triple) during their Probationary period.
5. Probationary Flight Attendants may pick up pairings during their first month, but may not alter (trade or give away) any pairings on their first original bid line. Probationary Flight Attendants will have full utilization of all provisions in Article 12 of this Agreement except as stated in this Section.

## ARTICLE 8

### HOURS OF SERVICE

#### 1. DUTY LIMITATIONS

- A. The limitations provided for herein will include all flight time when a Flight Attendant is assigned as a crew member on regularly scheduled pairings, deadheads, extra sections, ferry, or charter trips and scenic flights.
- B. A Flight Attendant shall not be scheduled on an original pairing for more than seven (7) legs in any twenty-four (24) consecutive hours unless broken by a legal crew rest, eleven (11) hours block to block at an overnight station or twelve (12) hours (block to check-in) at the domicile. In the case of a reschedule situation, a line holder may be rescheduled up to a maximum of eight (8) legs within a twenty-four (24) hour period. Reserve Flight Attendants may be scheduled or rescheduled up to a maximum of eight (8) legs within a twenty-four (24) hour period.
- C. A Flight Attendant shall not be scheduled to fly more than twenty-eight (28) legs in any seven (7) consecutive days. The Flight Attendant may at her/his option fly more than twenty-eight (28) legs in a seven day period provided she/he is not scheduled to do so.
- D. A Flight Attendant shall not be scheduled to fly pairings totaling more than 130 trips for pay or ninety (90) legs, whichever is less, in a bid month. A Flight Attendant may, at her/his option, exceed the monthly maximum. For purposes of bidding, Flight Attendants will be paid a maximum of 118.2 TFPs for sick leave and medical leave as outlined in Article 10.1.A.7.
- E. The Company will make available via electronic means (text messaging and email) the status of flights for the current day. When a scheduled departure is delayed over two (2:00) hours, or canceled, the Company will notify the Flight Attendant by electronic means (text messaging or email as designated by the Flight Attendant). The Flight Attendant may also contact Crew Scheduling to determine whether to remain at home or the hotel, or proceed to the airport. If the Company fails to notify such Flight Attendant as stated above, each Flight Attendant will be compensated an additional two (2.0) TFP.

In situations when Scheduling allows a Flight Attendant to remain at the hotel or home, the Flight Attendant's duty day will not commence until she/he actually reports to the airport as directed by Scheduling. Flight Attendants must remain available (via cell phone or the phone in her/his hotel room) to Scheduling for reschedule. Failure to do so may result in a no-show. If the hotel does not

provide transportation, the Flight Attendant will be responsible for payment of any transportation, but should submit receipts for reimbursement.

- F. If a Flight Attendant(s) is required by Scheduling to remain with an aircraft and/or at the airport for any reason, the Flight Attendant's duty day will continue until Scheduling releases the Flight Attendant. Should the Flight Attendant encounter an illegal duty day and/or crew rest, all provisions stated in Sections 2.C and 3.B of this Article will apply.
- G. Each Flight Attendant must have no less than one continuous forty-eight (48) hour period free from all duty within any seven (7) consecutive day period. This forty-eight (48) hour period is calculated from block in plus thirty to check-in.

## **2. DUTY PERIOD LIMITATIONS**

### **A. Duty Period**

- 1. An on-duty period shall commence at the time a Flight Attendant is required to report for duty.
  - a. Check-in time at base stations shall be one (1) hour prior to scheduled departure.
  - b. Check-in time at outstations will be thirty (30) minutes prior to scheduled departure.
  - c. A Flight Attendant is required to be at the aircraft thirty (30) minutes prior to departure. Flight Attendants are responsible for themselves. For the purpose of gate evaluations, the FIDs monitor in the Flight Attendant lounges will serve as the official clock in determining the time for Flight Attendants to be at the gate thirty (30) minutes prior to departure. The Company will allow a three (3) minute grace period to be deducted from the time indicated on the Flight Attendant Lounge FID.
  - d. If a Flight Attendant MBL's at the beginning of a pairing, her/his duty day will begin at scheduled check-in time or actual check-in time, whichever is later. In this situation, the Flight Attendant is required to be at the aircraft fifteen (15) minutes prior to scheduled departure. The Flight Attendant is required to confirm her/his arrival at the aircraft by calling the Scheduling Department from the jetway phone, and failure to do so may be treated as a no-show. One such MBL in a calendar quarter shall be non-chargeable as stated in Article 32.

- e. Check-in times will not be reduced to accommodate contractual crew rest/duty period in domicile. If a Flight Attendant's check-in time is reduced to accommodate crew rest for FAR purposes at an RON, for pay and scheduling purposes the duty period will commence at the scheduled check-in time.
  - f. If a Flight Attendant runs less than one (1) hour late and because of that is not scheduled to receive the "24 in 7" break, the Flight Attendant has two (2) choices:
    - 1. Be pulled without pay from enough flights to make her/him legal, as outlined in Section 6.A of this Article; or,
    - 2. Agree to adjust her/his report time no later than thirty (30) minutes prior to scheduled departure to avoid loss of pay.
  - g. If a Flight Attendant runs more than one (1) hour late and because of that is not scheduled to receive the "24 in 7" break, the Flight Attendant has two (2) choices:
    - 1. Be pulled with pay from enough flights to make her/him legal, as outlined in Section 6.A of this Article; or,
    - 2. Agree to adjust her/his report time no later than thirty (30) minutes prior to scheduled departure and receive time and one half (1.5) for the portion that otherwise would have been pulled.
  - h. Flight Attendants will not be responsible to be in their boarding positions for the outbound flight prior to the scheduled arrival time. However, the Company may reasonably require early boarding under critical circumstances.
2. A duty period shall terminate thirty (30) minutes after block arrival of a flight at the home domicile and at block arrival of a flight at an outstation. This thirty (30) minute period after block arrival will be for debrief.
- B. A Flight Attendant shall not be scheduled to be on duty for more than ten and one-half (10:30) consecutive hours nor will she/he be required to remain on duty in excess of twelve and one-half (12:30). Notwithstanding the duty limitations contained in this paragraph, in the event of an irregular operation a Flight Attendant will be required to remain on her/his pairing even if doing so requires the Flight Attendant to exceed her/his maximum duty hours.

C. Extended duty periods will be compensated as follows:

1. If a Flight Attendant's duty period exceeds twelve (12) hours, the Flight Attendant will be paid for trips flown after the duty period exceeds twelve (12) hours at 2.0 (two) times the applicable trip rate until the Flight Attendant receives legal crew rest.
2. If a Flight Attendant's duty period exceeds twelve and one-half (12:30) hours, following the termination of the pairing at the home domicile, the Flight Attendant must have time off equal to double the time spent on duty on the day the duty period exceeded twelve and one-half (12:30) hours. If the Flight Attendant is scheduled to work during that time, the Flight Attendant must contact Scheduling prior to the completion of the pairing and will choose to either be pulled from sufficient trips with pay to receive the necessary rest or to be paid at one and one-half (1.5) times the applicable trip rate for all trips flown until the necessary rest is received. The Flight Attendant will not be denied her/his choice.

A Flight Attendant entitled to time off due to an illegal duty day and scheduled for a VJA pairing the following day, will be paid VJA pay for all trips pulled. The Flight Attendant may choose to fly the pairing for double time (2.0) for all trips pulled if such trips are FAR legal. The following clarifies what will be pulled with compensation, and the calculation for multiple duty days that exceed twelve and one-half (12:30) hours:

If a Flight Attendant on a multi-day pairing has more than one day over twelve and one half (12:30) hours, she/he will be adjusted as stated herein for each day over twelve and one half (12:30) hours. The Flight Attendant(s) will suffer no loss of pay from the adjustment.

Example: Flight Attendant has a thirteen (13) hour duty day on day one of a three (3) day, and a thirteen (13) hour duty day on day two, the Flight Attendant will be adjusted to fifty-two (52) hours free of duty at the completion of the pairing.

3. If a Flight Attendant's duty period exceeds sixteen (16) hours, the Flight Attendant will be paid for all trips flown after twelve (12) hours at triple (3.0) times the applicable trip rate until the Flight Attendant receives legal crew rest.
4. If a Flight Attendant on a VJA or JA pairing receives an illegal duty day or illegal crew rest, she/he will be compensated at double time and one-half (2.5) for her/his illegalities. (For example: the Flight Attendant goes over twelve (12:00) hours, the legs involved in the illegality will be paid at

double time and one-half (2.5); or the Flight Attendant has illegal crew rest, the next day will be paid at double time and one-half (2.5)).

5. If a Flight Attendant has an illegal duty day which exceeds twelve and one-half hours (12:30), Scheduling will adjust the Flight Attendant's schedule under the parameters stated in Section 2.C above if the following conditions are met:

- a. The Flight Attendant was already scheduled for her/his affected assignments prior to her/his duty day being posted as greater than twelve and one-half hours (12:30) late; and,
- b. The Flight Attendant contacts Scheduling prior to the completion of the pairing with the illegal duty day to exercise her/his option as stated in Section 2.C above.

If a Flight Attendant's duty day is extended beyond twelve and one-half (12:30) hours due to irregular operations, Scheduling will only adjust for double the time off for the illegal duty day if she/he acquired the affected assignment before becoming illegal.

If the Flight Attendant's scheduled flying was publicly posted to extend her/his duty day beyond twelve and one-half (12:30) hours prior to acquiring the affected assignment, Scheduling will adjust this assignment for FAR purposes only. In this case, any legs pulled due to FARs will be unpaid. In the event that no FAR adjustment is needed and the assignment was picked up while already illegal, then the Flight Attendant will remain on this assignment and is not eligible for any of the options as stated in Section 2.C.2 of this Article.

- D. If a Flight Attendant is selected for random drug/alcohol testing while on duty, the Flight Attendant's duty period will be extended by an additional thirty (30) minutes from block in at an outstation, or thirty (30) minutes after debrief at the domicile, or the actual completion of testing, whichever is later. In no case will the duty time exceed more than one and one-half (1:30) hours from block in. (This does not affect the Flight Attendant's obligation to comply with the federally mandated Drug Testing Plan.)

### **3. CREW REST (SCHEDULED AND ACTUAL)**

- A. A duty period shall run continuously unless broken by an overnight rest period that is scheduled for eleven (11) hours from block to block. Line Holders given an RON in domicile whether scheduled or rescheduled will receive at least contractual minimum RON crew rest.

- B. If a Flight Attendant on a multi-day pairing receives less than nine hours thirty minutes (9:30) block to check-in crew rest, the following apply:
1. If the pairing is one that terminates at the pairing domicile the day after the Flight Attendant receives illegal crew rest:
    - a. The Flight Attendant will be replaced the first time the pairing returns to the domicile and paid for the remainder of the pairing. If taking this option, the Flight Attendant must notify Scheduling at least three (3) hours prior to arrival back in domicile.
    - b. The Flight Attendant may elect to remain on the pairing and be paid at two (2.0) times the applicable trip rate.
  2. If the pairing does not terminate at the pairing domicile that day, the Flight Attendant will be paid at two (2.0) times the applicable trip rate until she/he receives legal crew rest.
  3. If a Flight Attendant receives illegal crew rest followed by a twelve (12:00) hour duty day, the Flight Attendant will be paid double time (2.0) for the legs flown following the illegal crew rest and triple time (3.0) for the legs flown after she/he exceeds twelve (12:00) hours in that duty period. If a Flight Attendant is flying for VJA or JA and is affected by the situation above, she/he will be paid the additional applicable premium pay over and above her/his other compensation.
- C. A Flight Attendant shall not be required to keep the Company advised of her/his whereabouts during the off-duty periods.
- D. Only when a pairing already in progress is affected by irregular operations, may a Reserve be assigned that FAR reduced rest pairing. If the Reserve receives less than the contractual crew rest, she/he may only be used a maximum of ten (10) hours the following day. Any Reserve scheduled in this manner will be compensated as stated above in section 3.B. of this Article (straight time towards monthly guarantee and premium pay above monthly guarantee).

#### **4. RON HOTEL TRANSPORTATION DELAYS**

A Flight Attendant(s) with less than nine hours thirty minutes (9:30) of consecutive rest from block to check-in, who experiences circumstances that significantly delay her/his arrival at the RON hotel accommodations, will be responsible to contact Scheduling to advise of the situation. In such situations, Scheduling will make every effort to reschedule another Flight Attendant(s) or assign Reserves to ensure that the Flight Attendant(s) has adequate rest to avoid fatigue.



## **5. SHORTBACK**

A duty period may be broken by a rest period that is scheduled for not less than ten (10) hours block to block provided the last scheduled flight into the RON city is a terminating flight and the first scheduled flight out of the RON city is an originating flight. This will be considered a shortback. The following duty limitations shall apply to a shortback.

- A. No more than two (2) legs back to the home domicile may be scheduled following the rest period.
- B. Maximum duty time for a Flight Attendant the following day after an RON crew rest that is scheduled for less than eleven (11) hours block to block shall be no more than four (4) consecutive hours.

## **6. DOMICILE BREAK**

- A. A Flight Attendant holding a regular line of time will have a minimum twelve (12) hours scheduled break between pairings (block to check-in) at the home domicile unless she/he elects otherwise. If twelve (12) hours is scheduled and the Flight Attendant does not receive at least eleven (11) hours domicile break, the Flight Attendant's schedule will be adjusted to provide twelve (12) hours domicile break. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment. Check-in times will not be reduced to accommodate domicile break.
- B. If a Flight Attendant adjusts her/his schedule and allows a domicile break of less than twelve (12) hours (block to check-in) between pairings and the last flight of the first pairing is more than one (1) hour late, she/he will be adjusted back to the original amount of time the Flight Attendant gave her/himself between pairings. At no time will the Flight Attendant be allowed to adjust her/his schedule below the FAR nine (9) hour minimum from end of debrief to check-in. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment.
- C. The Flight Attendant may elect to fly pulled trips, if legal by FARs, for one and one half (1.5) times the applicable trip rate, unless otherwise specified in this Article.

## **7. FAR PULLS**

- A. A Flight Attendant scheduled for the nine (9) hour minimum break or the "24 in 7" regulation who is late more than one (1) hour due to reroute, company convenience, weather, passenger delay, etc., will be pulled and paid due to FAR regulation from enough flights to make them legal. If they are less than one (1) hour late, the Flight Attendant will be pulled for the FAR regulation, without pay, from enough flights to make them legal.

- B. This language currently exists for Contract legalities as well as pickup language. In cases of recovery, Scheduling will ensure that the Flight Attendant is recovered at the earliest point possible to reduce the loss of pay to the Flight Attendant. In FAR pulls without pay, the dead head flights will be compensated. In FAR pulls with pay, the deadhead flights will not be compensated except when the deadhead exceeds the trips pulled (ie: pulled from two (2.0) TFP for legality, deadhead is for two and one-half (2.5) TFP, the Flight Attendant would be compensated for the two and one-half (2.5) TFP).
- C. When it is necessary for Scheduling to adjust a report time for FAR purposes, Scheduling will notify the Flight Attendant(s) of the legal check-in time.

## **8. RED EYE OR NIGHT FLIGHT SERVICE**

If during the term of this Agreement, the Company chooses to operate scheduled "Red Eye" or Night Flight Service, the applicable trip rate, in addition to \$1.00/TFP will apply. This language does not apply to charters. For purposes of this Article, a night flight, is considered to be a flight having either a scheduled departure time between 2300 and 0300 Local time or a scheduled arrival time between 0100 and 0500 Local time; however, any non-stop flight that departs prior to 2300 Local time and arrives after 0500 Local time will be considered a night flight. The maximum duty period for a Flight Attendant working a night flight will be ten (10) hours.

## **9. DAYLIGHT SAVINGS TIME**

On the first day each year that Daylight Savings Time goes into effect, Flight Attendant rest and/or duty schedules will be adjusted, if necessary, to ensure that Flight Attendants receive the contractual minimum crew rest or domicile break hour guarantees specified in this Article.

## **10. FAA MINIMUM CREW EXEMPTION**

The Company agrees to meet with the Union as soon as practicable to discuss Flight Attendant procedures and the expedited implementation of such procedures, in order to provide relief in the event:

- A. The exemption is not extended
- B. The FAA mandates amendments to the exemption that would materially affect the current exemption
- C. The exemption is revoked for any reason

## ARTICLE 9

### ADDITIONAL FLYING

All open flying will be placed into Open Time for more than a few minutes prior to being assigned to a Reserve to fly and will be assigned/self-assigned to Reserves in the following manner:

- 1800 Local Time: AM Reserves may begin self-assigning pairings originating at or before 0959 Local Time.
- 1900 Local Time: Scheduling may begin assigning pairings originating at or before 0959 Local Time.
- 2200 Local Time: PM Reserves may begin self-assigning pairings originating at or after 1000 Local Time.
- 2300 Local Time: Scheduling may begin assigning pairings originating at or after 1000 Local Time.

Once the open flying has been assigned or self assigned to a Reserve Flight Attendant, it will be immediately removed from Open Time.

For the purpose of trading with Open Time, pairings may be dropped into Open Time until 2300 Local time for all trips originating at or before 0959 Local time the following day, and until 0300 Local time for all trips originating at or after 1000 Local time of the same day. Unless assigned to a Reserve, Flight Attendants may pick up Open Time until two (2:00) hours prior to scheduled check-in; however, a Flight Attendant may contact Scheduling to pick up an assignment with a report time of less than two hours (2:00). If there is an insufficient number of Reserves, VJA will be offered. If there is insufficient time to assign a Reserve, the Company will utilize reschedules or move ups.

Flight Attendants will have the option to self-notify unconfirmed assignments via electronic means.

#### **1. VOLUNTARY JUNIOR AVAILABLE (VJA)**

Scheduling will notify Flight Attendants via electronic means of pairings available for VJA. Flight Attendants may pick up pairings available for VJA from Open Time on a first-come, first-served basis. Scheduling will determine, on an as-needed basis, the specific number of pairings to be covered through VJA. Scheduling may restrict the pairings offered for VJA to pairings of a specified length and/or to pairings that originate at or before 0959 Local Time, or at or after 1000 Local Time. When Scheduling offers a pairing(s) for VJA on a specific day(s), all pairings in Open Time for that domicile that meet the restrictions above will also be offered for VJA on that day(s). Scheduling may discontinue offering VJA at any time based on the

needs of the operation. Scheduling may assign Reserve Flight Attendants and Reserve Flight Attendants may self-assign while VJA is being offered, provided such assignment takes place after the time periods stated above.

- A. Flight Attendants will be compensated at a minimum rate of time and one-half for the accepted assignment.
- B. No VJA will be compensated at less than 5.0 TFP or one and one-half (1.5) times the applicable trip rate, whichever is greater.

## **2. JUNIOR AVAILABLE**

- A. Junior Available (JA) -- A Flight Attendant who is required to work an assignment on her/his unscheduled day. Such assignment must be legally scheduled.
- B. Flight Attendants may be assigned for JA duty by the following methods of contact only:
  - (1) Telephone contact at the Flight Attendant's primary telephone number. Flight Attendants must provide their primary number to Crew Scheduling.
  - (2) In person only by members of Crew Scheduling or Inflight Management in the Flight Attendant's domicile lounge or a training facility.
  - (3) After a Flight Attendant's pairing is in progress.
- C. The Company shall have the right to assign the Junior Available Flight Attendant to all regular and extra section trips and charters operated to which positions are not filled from the Reserve Flight Attendant pool or VJA but only in compliance with the rules listed below. A Flight Attendant who is called as a JA and flies as such shall be compensated either by pay and days off as follows:
  - 1. If the Flight Attendant elects pay, such Flight Attendant shall receive 1.5 times the appropriate trip rate for all trips flown as a JA or for trips from which the Flight Attendant was pulled at 1.0 times the trip rate, whichever is greater. In no event will the Flight Attendant be compensated for fewer trips than immediately prior to being JA'd.
  - 2. If the Flight Attendant elects to receive days off as compensation, such Flight Attendant shall receive days off of her/his choice to give such Flight Attendant days off equal in number to those on the Flight Attendant's scheduled line immediately prior to being JA'd.
  - 3. If, as a result of being JA'd, such Flight Attendant has more days off than scheduled immediately prior to being JA'd, such Flight Attendant will be entitled only to receive pay as compensation for the JA.

4. The choice of days off or pay will be made at the completion of the trip for which the Flight Attendant was JA'd.
5. A Flight Attendant cannot be contacted for JA duty more than 24 hours before the scheduled flight or reserve duty period for which she/he is needed.
6. A Flight Attendant having to sit JA Reserve shall be paid for one trip at the appropriate pay for her/his current monthly bid she/he flies, whichever is greater, for each three (3) hours she/he sits JA Reserve. In computing the time such Flight Attendant is on JA Reserve, over one and one-half (1½) hours shall count as a full three (3) hours and one and one-half (1½) hours or less shall not count, but the Flight Attendant will be guaranteed one standard trip pay. For any fractional time over three (3) hours, a Flight Attendant will be paid at a rate of 1.3 trips pay for each additional hour which will be computed to the nearest hour. If a Flight Attendant does not fly, the Flight Attendant will be paid the appropriate trip rate for her/his current bid month position.
7. The monthly seniority list must be used and the most junior qualified, available Flight Attendant who is completely legal for the trip shall be assigned. If there is no such Flight Attendant available, scheduling will start over, and contact the most junior Flight Attendant who requires the least amount of future trips to be pulled to be made legal for the JA trip to be assigned.
8. When a Flight Attendant is called as JA on her/his scheduled day off and she/he reports sick at that time, such Flight Attendant will not be charged with a sick day but such Flight Attendant may be required to produce verification of her/his illness. If the Flight Attendant produces a doctor's statement dated within 48 hours of the JA call, and submits it prior to departure of her/his next scheduled trip, no points will be charged under the Attendance Policy.
9. No JA'ing will be allowed between domiciles. Flight Attendants will not be required to check-in out of her/his domicile unless agreed to by the Flight Attendant.
10. No JA will be compensated less than six and one-half (6.5) TFP or one and one-half (1.5) times the applicable trip rate, whichever is greater.
11. The Company will adhere to all contractual legalities when assigning a Flight Attendant a JA assignment including legal bid line combinations and those stipulated in Article 8.

- D. A Flight Attendant who drops vacation overlap trips cannot be JA'd during the days dropped.

### **3. RESCHEDULE**

Rescheduling can occur as the result of irregular operations (see definition of irregular operations in Article 5). Rescheduling is any change of flying assignment made after check-in for the Flight Attendant's original pairing, including different pairings, partial pairings or additional pairings other than a move up.

- A. Rescheduling requiring an entire crew will be made based upon availability and legality of the crew.
- B. Rescheduling requiring less than an entire crew will be assigned in reverse order of seniority; however, a more senior member of that crew may choose to accept the reschedule in order of seniority.
- C. Flight Attendants will be paid her/his actual or scheduled flying, whichever is greater over the life of the pairing for the number of day(s) the Flight Attendant was originally scheduled to work.

- 1. If the reschedule results in flying more than scheduled, the flying above scheduled will be paid at time and one-half; or
- 2. If the reschedule results in more days of flying, the Flight Attendant will be entitled to receive premium pay of time and one-half (1.5) for all trips flown above schedule plus a rig of one trip for each three (3) hours from block in at the overnight city until thirty minutes after block arrival back in domicile; or a day off without pay in lieu of the rig. The choice of days off without pay or rig pay must be made at completion of the reschedule. Any day off without pay chosen must be the first or last day of an assignment. The Company will return the Flight Attendant to the home domicile at the earliest possible time (as published in the flight schedule).

If the deadhead(s) scheduled for a Flight Attendant to return to her/his home domicile as stated in Paragraph 2 above, creates reduced crew rest below the FAR nine (9:00) hours end of debrief to check-in, the Flight Attendant will have the option to take a later deadhead(s) of her/his choice, but with no increase in pay. The Flight Attendant must notify Scheduling of her/his choice. Any deadhead(s) will be Must-Ride.

- 3. For purposes of calculating the RIG referenced in 3.C.2 above, one (1.0) TFP will be credited for each three-hour period or fraction thereof. The RIG will be calculated to two decimal places, rounded by standard convention.

- D. If a Flight Attendant is rescheduled into compensatory days that were previously chosen by the Flight Attendant, then she/he will receive another day(s) off to compensate for the original choice(s) and the option in Paragraph 2 above for the new unscheduled RON. The compensatory days must be consecutive and must be at the beginning or ending of an assignment.
- E. Flight Attendants are eligible for reschedule during vacation, reserve and vacation overlap when they make themselves available by picking up from open time or a line holder.

#### **4. STRANDED**

- A. If a Flight Attendant(s) is stranded due to irregular operations, she/he will be compensated time and one-half (1.5) for all trips flown above schedule plus a rig of one trip for each three (3:00) hours from block in at the overnight city until thirty minutes after block arrival back in domicile, or a day off without pay in lieu of the RIG. The choice of days off without pay or RIG pay must be made at completion of the reschedule. Any day off without pay chosen must be the first or last day of an assignment.
- B. If a stranded Flight Attendant is not needed to work a flight(s) back to her/his domicile, she/he will be returned to her/his home domicile at the earliest possible time (as stated in the published flight schedule).
- C. If a stranded Flight Attendant(s) is needed to work a flight(s) back to her/his domicile, she/he must have the contractual minimum crew rest as stated in Article 8.3 and will be compensated at two (2.0) times the applicable trip rate for all flights that day. If a stranded Flight Attendant(s) is needed to work a flight(s) back to her/his domicile, and she/he does not receive the contractual minimum crew rest as stated in Article 8.3, she/he will be compensated at three (3.0) times the applicable trip rate for all flights that day.

#### **5. MOVE UP**

Move up will occur at check-in when a Flight Attendant is moved up to cover a pairing that originates prior to the Flight Attendants original pairing. A move up will be requested of the Flight Attendants having like pairings in order of seniority and assigned in reverse seniority. In determining like pairings, Scheduling will first consider pairings with an equal number of days, then pairings with more days and finally pairings with fewer days.

- A. Flight Attendants will be paid her/his actual or scheduled flying, whichever is greater over the life of the pairing for the number of day(s) the Flight Attendant was originally scheduled to work.

1. If the move up results in flying more than scheduled, the flying above schedule will be paid at time and one-half; or
2. If the move up results in more days of flying, the Flight Attendant will, at her/his option, be entitled to a day off without pay in lieu of time and one-half pay. The choice of days off or pay must be made at completion of the move up.
3. If a move up results in more day(s) of flying and falls into compensatory day(s) that were previously chosen by the Flight Attendant, then she/he will receive another day(s) off to compensate for the original choice(s) and the option in Paragraph 2 above for the new move up. The compensatory days must be consecutive and must be at the beginning or ending of an assignment.



## **ARTICLE 10**

### **SCHEDULING/BIDDING**

#### **1. BIDDING**

The following are procedures for bidding:

##### **A. LINE/PRIMARY BIDS**

1. Bids must be posted via electronic means and a Voice Response Unit (VRU) by no later than noon central time on the 2<sup>nd</sup> of each month.
2. Bids will close on the 5<sup>th</sup> at noon central time. No bids will be accepted after the posted closing date and time.
3. When the Seniority List is incomplete, resulting in a need for an adjustment, the Company will advise the Union of the situation.
4. Bids will be awarded in order of seniority. A Flight Attendant who fails to submit a bid, or who does not bid enough lines, will be assigned the first available bid line or reserve slot in accordance with her/his seniority after the bid awards are completed.
5. Bid results will be posted by noon central time on the 6<sup>th</sup> via electronic means and a VRU. Bid results are not final until the end of bid line protest.
6. Flight Attendants must protest bid results by noon central time on the 7<sup>th</sup>. Any bid protest which changes the bid results will be corrected and the new bid results will be posted via electronic means and a VRU.
7. A Flight Attendant may submit a "Request for Pay on Leave" form for pay purposes when it is known to Crew Planning prior to the awarding of bid lines that she/he will be absent for the entire month as a result of medical leave, FMLA due to his/her own illness, or maternity leave, and is eligible for accrued sick leave or vacation(s). For other than vacation, Flight Attendants may indicate how many trips they wish to be paid from their accumulated sick leave bank up to 118.2 TFP, provided such Flight Attendant has sufficient trips in her/his accumulated sick leave bank.
8. A Flight Attendant who, due to inactive status is not able to participate in the bidding process must contact Crew Planning within two (2) business days of returning to active status or within two (2) business days after successfully completing her/his required training necessary to gain active status, whichever is later, to have a line built. Those Flight Attendants

required to complete Recurrent Training in order to gain active status will be given two (2) business days beginning the following day after Recurrent Training is completed.

- a. Crew Planning will build the Flight Attendant a comparable line (of what she/he could have held based upon her/his seniority), if Open Time is available. (For example: comparable pairings will be considered 3-day for 3-day or same days of the week, but not an AM for AM nor PM for PM)
  - b. If comparable pairings are not available, the Flight Attendant has the option to build her/his own schedule or she/he may request Crew Planning to build a Reserve line.
  - c. If a Flight Attendant builds her/his own schedule, there are no minimum trips that must be picked up.
  - d. If the Flight Attendant does not contact Crew Planning within the two (2) business day required window, Crew Planning may, but is not required to, build the Flight Attendant a line of time from any pairings available in Open Time based on line construction guidelines as stated in Article 28 of this Agreement.
9. No two (2) new hire Flight Attendants will be allowed to hold the same line of time their first month on the line. It is agreed that the necessary number of positions, in each base, to prevent two (2) new hire Flight Attendants from holding the same line of time, will be blocked. In order to comply with this, it may be necessary to assign the most junior line holder another line of time. Flight Attendants that fail to bid enough times or fail to bid at all will be assigned those lines of time first. It will be necessary for Crew Planning to post the number of new class Flight Attendants assigned to each base. This information will be included on the cover sheet of the bid packets.

**B. RESERVE/SECONDARY BIDS**

1. Reserve Bids will be posted for bid via electronic means and a VRU no later than noon central time on the 12<sup>th</sup> of each month.  
  
Reserve bids will consist of Vacation Relief Lines and Reserve Lines. To the maximum extent possible, Vacation Relief Lines will consist of all one position: A, B, or C.
2. Reserve bids will close no later than noon central time on the 15th.

3. Reserve bids will be awarded in order of seniority. A Reserve Flight Attendant who is awarded a Vacation Relief Line will be treated as a regular bid line holder for the month, but the month will count toward such Flight Attendant's reserve requirement.
4. Reserve bid results will be posted by noon central time on the 16<sup>th</sup> of each month via electronic means and a VRU. Flight Attendants may call their supervisor to determine reserve bid results. Reserve bid results are not final until the end of the reserve bid protest.
5. Flight Attendants must protest Reserve bid results by noon central time on the 17<sup>th</sup>. Any protest which changes the Reserve bid results will be posted via electronic means and a VRU.

**C. CHARTER BIDS**

1. Charters will be posted via electronic means as soon as the Company receives the information. The Charter posting will include: pairing number, specific flight number(s) and city pair(s), date of check-in, and trips for pay. Work orders will be made available via electronic means. If a Charter is not posted as outlined above, up to three (3) Flight Attendant(s) that have protested the Charter and could have held the Charter and legally flown it, will be compensated the applicable pay for that Charter.

Charter bids must contain the following information to be valid bids:

- a. Flight Attendant's name, employee number and domicile. The charter number, bid position, domicile of charter and date the charter departs.
- b. Bids for Charters on different days must be submitted on separate Charter bids. Charter bids must be submitted via electronic means.
2. Charter bids will close at noon central time the day prior to the departure of the Charter.
3. The point for determining the legality of a Flight Attendant, for the purpose of awarding a Charter, will be calculated based on their legality at the time that a Charter bid is closed. At the time of closing a Charter, if the Flight Attendant is illegal, she/he will not be awarded the Charter.
4. Charters will be awarded in order of domicile seniority.
5. Out of Base Charter bids will only be awarded after domicile seniority bids and will be awarded in order of bid submission, not by seniority order.

6. A Flight Attendant who bids a Charter with at least the FAR nine (9:00) hours between the Charter and her/his next assignment will not be denied the Charter award based on a potential FAR illegality. When a Flight Attendant who was awarded a Charter becomes FAR illegal for that Charter, the Flight Attendant will be pulled from that Charter in accordance with Article 8.7 of this Agreement.
7. Charter bid results will be posted via electronic means no later than two (2) hours after the charter bids close. All Charter awards will be placed on the Flight Attendants' computer display screens.
8. Charter protests must be made no later than 1800 Central time the day prior to the departure of the Charter. At 1900 Central time, the Charter will be considered as a final award.
9. Charters cannot be traded or given away.
10. At 1901 Central time, any unbid Charters will immediately be placed into Open Time and made available for pickup by Flight Attendants on a first come, first served basis up to three (3) hours prior to check-in.
11. A Charter will only be assigned to a Reserve three (3) hours prior to check-in.
12. Charters which become available after noon central time on the closing date will be considered Late Notice charters and will be bid as follows:
  - a. Late Notice Charters will be posted via electronic means. Flight Attendants may call Scheduling and list themselves for the available Late Notice Charters.
  - b. These charters will close no later than 1800 central time the day prior to the departure of the charter. Charter awards will be posted within one (1) hour after the bids close. All Late Notice Charter awards will be placed on the Flight Attendants' computer display screens.
  - c. At 1901 Central time, the Late Notice Charter will be considered as a final award.
  - d. Late Notice Charters cannot be traded or given away.
  - e. These charters will be awarded in order of domicile seniority. Out of Base Charter bids will only be awarded after domicile seniority bids and will be awarded in order of bid submission, not by seniority order.

- f. Results will be posted via electronic means. It is the Flight Attendant's responsibility to check the Late Notice Charter Bid results.
- 13. Beginning at 1901 Central time, the Late Notice Charter positions not bid will immediately be placed in Open Time for pick up by a Flight Attendant on a first-come, first-served basis. A Late Notice Charter will only be assigned to a Reserve three (3) hours prior to check-in.
- 14. Operational orders for Charters must be posted with duties expected and flight schedules.
- 15. Any Charter flown will be compensated as a Charter.
- 16. Charters will not be rebuilt to accommodate individual Flight Attendants unless the Company is in a VJA or JA situation, or the Charter is assigned to a Reserve.
- 17. If a Flight Attendant is awarded a Charter that was built with legal crew rest and she/he receives illegal crew rest, the Flight Attendant will be compensated triple time (3.0) for all Charter flights and double time (2.0) for all deadhead(s) or ferry flights on the duty period following illegal crew rest.
- 18. Charter extended duty day premium pay will be paid as follows:
  - a. If a Flight Attendant is awarded a Charter that was built up to twelve (12:00) hours, and she/he runs more than one (1:00) hour late over twelve (12:00) hours, the Flight Attendant will be compensated for trips flown after the duty period exceeds twelve (12:00) hours at triple time (3.0) for all Charter flights and double time (2.0) for all deadhead(s) or ferry flights. If the Flight Attendant exceeds sixteen (16:00) hours, the Flight Attendant will be compensated for trips flown after the duty period exceeds twelve (12:00) hours at triple time and one-half (3.5) for all Charter flights and triple time (3.0) for all deadhead(s) or ferry flights. All other provisions of Article 8.2.C will apply.
  - b. If a Flight Attendant is awarded a Charter that was built greater than twelve (12:00) hours but no more than twelve and one-half (12:30) hours, and she/he runs more than one (1:00) hour late, the Flight Attendant will be compensated at triple time (3.0) for all Charter flights and double time (2.0) for all deadhead(s) or ferry flights that exceed the scheduled duty period by at least one (1:00) hour. If the Flight Attendant exceeds sixteen (16:00) hours, the

Flight Attendant will be compensated for trips flown after the duty period exceeds twelve and one-half (12:30) hours at triple time and one-half (3.5) for all Charter flights and triple time (3.0) for all deadhead(s) or ferry flights. All other provisions of Article 8.2.C will apply.

- c. If a Flight Attendant is awarded a Charter that was built over twelve and one-half (12:30) hours, and she/he runs more than one (1:00) hour late over sixteen (16:00) hours, the Flight Attendant will be compensated for trips flown after the duty period exceeds sixteen (16:00) hours at triple time (3.0) for all Charter flights and double time (2.0) for all deadhead(s) or ferry flights.

- 19. All VJA and JA provisions apply to Charters. A Flight Attendant who receives a Charter through VJA/JA will be paid double time (2.0) for the Charter legs and time and one half (1.5) for the ferry and deadhead flights, except as stated above.

## **2. SUBMITTING BIDS**

- A. During the bid period specified on the cover sheet, each Flight Attendant shall submit her/his bid to the Inflight Crew Planning Department via electronic means.
- B. All Flight Attendants will bid for positions flown on the aircraft. The "A" Flight Attendant will be primarily responsible for the forward 1/3 of the aircraft, the "B" Flight Attendant will be primarily responsible for the aft 1/3 of the aircraft, and the "C" Flight Attendant will be primarily responsible for the center 1/3 of the aircraft. The "A" Flight Attendant will be responsible for the forward galley and the forward liquor kits' inventory. The "B" and "C" Flight Attendants will be jointly responsible for the aft galley and will be jointly responsible for the aft liquor kits' inventory.
- C. Buddy Bidding. Flight Attendants may buddy bid (double and triple), which must be indicated on the bid submitted. When submitting a buddy bid through the Company's electronic bidding system, one (1) Flight Attendant involved in a buddy bid must submit a bid with the following information correctly completed:

Flight Attendant names, employee numbers, seniority numbers, and position preferences of the Flight Attendants involved in the buddy bid. Seniority number is found on the monthly seniority list for the bid period.

The Flight Attendants who wish to buddy bid will be bidding at the seniority of the most junior Flight Attendant. If the Flight Attendants do not bid enough lines to hold as a buddy bid, the line bids will be awarded separately at the lower seniority number. If each Flight Attendant did not bid enough lines, the Flight

Attendants will be assigned according to their seniority, after all other bids are awarded. Probationary Flight Attendants may not buddy bid, Job Share, or MRT.

- D. Bid Cover sheets will reflect the number of available MRTs and Job Shares, if any. Bid sheets will provide slots for Job Shares, buddy bidding, name, seniority number, and desired position.
- E. The cover sheet of the bid packet will reflect the following dates:
  - 1. When Line Holder Bids are posted, closed, bid results, and protest ends.
  - 2. When Reserve bids are posted, closed, bid results and protest ends.
  - 3. When Recurrent Training or any other required training bids will be posted, closed and dates awarded or assigned.
  - 4. The deadline for overlap adjustments (Line Holder and Reserve).

### **3. JOB SHARING**

Job Sharing occurs when two (2) Flight Attendants elect to share one line-of-time. Both Flight Attendants will bid at the higher seniority level and each will be paid at her/his appropriate pay level. Job Sharing bids will be awarded in order of seniority. A Flight Attendant may not Job Share during a vacation or Reserve month or until she/he is off probation except as stated in Article 18. Each month the Company will calculate and post in the bid packet the approximate number of Job Share bid lines which will be available in each base. Flight Attendants Job Sharing will continue to receive all Company benefits.

#### **A. JOB SHARE BID**

Only active Flight Attendants who are assigned to the same base and who want to share a line may bid for Job Share flying. A Job Share Bid will be awarded at the more senior Flight Attendant's seniority number. Any un-bid Job Shares will not be assigned. Flight Attendants will bid as follows:

- 1. When submitting a Job Share bid through the Company's electronic bidding system, one (1) of the two (2) Flight Attendants bidding for Job Share will submit a bid, noting a desire to Job Share, which must include the following information:
  - a. The names of each Flight Attendant bidding the Job Share;
  - b. Employee numbers;
  - c. Seniority numbers (the seniority numbers will be found on the monthly Seniority List for the bid period); and
  - d. Base.

2. A Flight Attendant from each pair of Flight Attendants bidding for a Job Share slot will submit her/his bid at the time monthly bids are submitted via electronic means or a VRU.
3. Flight Attendants desiring to Job Share should submit her/his bid with bid lines and positions through the junior Flight Attendant's seniority.
4. If the Flight Attendants do not bid enough lines to hold as a Job Share or are unable to hold a Job Share, the bids will be awarded separately at the respective Flight Attendants' seniority levels. If a Flight Attendant did not bid enough lines, she/he will be assigned according to seniority, after all other bids are awarded.
5. If either Flight Attendant is required to fly Reserve for the month, then both Flight Attendants will be deemed as unable to hold a Job Share, and the Flight Attendant not required to fly Reserve will be treated as stated above in Section 4.
6. The two (2) Flight Attendants awarded a bid line for Job Sharing will split such bid line. Each Flight Attendant will be responsible for a minimum of fifteen (15) days of the schedule to be broken into two (2) sections for flying. The first section will be assigned to the Flight Attendant indicated as number one (1) on the bid and she/he will be responsible for all pairings scheduled the first fifteen (15) days of the bid period. The second section will be assigned to the Flight Attendant indicated as number two (2) on the bid and she/he will be responsible for all pairings scheduled the second fifteen (15) or sixteen (16) days of the bid period depending on whether the month has thirty (30) or thirty-one (31) days.
  - a. The Flight Attendant awarded the first section of flying will be responsible for any pairing that flies into the second section of the Job Share month.
  - b. The Flight Attendant awarded the second section of flying will be responsible for any pairing that flies into the new bid month except as stated in Article 10.
7. Job Share Flight Attendant(s) may only work, trade, pick up or giveaway pairings or pieces of pairings that check-in within her/his awarded section of the month. However, all Flight Attendants must be available for all mandatory training for the entire month. In case of an extraordinary or emergency circumstance affecting Company operations, Job Share Flight Attendants may be allowed to fly during their half-month of scheduled non-flying, on a voluntary basis.



8. The Company will offer a minimum of one percent (1%) of the total number of bid lines for each base for Job Sharing, unless exigent circumstances require a temporary reduction or temporary suspension of the program. The Union will be notified no less than seven (7) days in advance of the nature of the exigency and the anticipated time frame of the temporary reduction or temporary suspension.
9. Only during a month in which the Company offers at least one percent (1%) of the total number of bid lines for each base as Job Sharing bid lines, the Company may also offer Daily Release Time (DRT) without pay, and/or Monthly Release Time (MRT) without pay for Flight Attendants.
10. A Flight Attendant may not Job Share more than three (3) months during any calendar year except as stated in Article 18. Flight Attendants may bid on a contingency basis to exceed this three (3) month limitation, if there are Job Share slots unawarded.

#### **4. MONTHLY RELEASE TIME (MRT)**

Monthly Release Time (MRT) is a month of no scheduled flying without pay that a Flight Attendant may bid and be awarded on a voluntary basis in her/his domicile. MRT slots may be offered during the Primary and Secondary Line bidding processes; however, MRT slots may only be offered in the Secondary Line bidding process if MRT has been offered in the Primary Line bidding process. Flight Attendants in a Reserve month may only be awarded an MRT slot in the Secondary Line bidding process, if available. Flight Attendants awarded MRT during a Reserve month will retain credit (\*) for the Reserve line. MRT slots will be awarded in Flight Attendant base seniority order. A Flight Attendant may not bid for an MRT slot until she/he is off probation except as stated in Article 18. MRT slots will only be offered when the Company offers a minimum of one percent (1%) of the Bid lines in each Base as Job Shares. Flight Attendants awarded MRT will continue to receive all Company benefits.

##### **A. Monthly Release Time (MRT) Slot Bid**

1. MRT slots, when available, will be listed on the cover letter of the monthly Primary and Secondary bid packets. Flight Attendants will submit a bid, noting a desire to MRT by placing the letter "M" as a bid choice on her/his monthly bid along with the other requirements as listed in Section 2. of this Article. Un-bid MRT slots will not be assigned.
2. All Flight Attendants bidding for a MRT slot will submit her/his bid at the time monthly Primary and Secondary bids are submitted via electronic means or a VRU. A Flight Attendant may only be awarded MRT three (3) times during a calendar year. Flight Attendants may bid on a contingency

basis to exceed this three (3) month limitation, if there are MRT slots unawarded.

3. Flight Attendants may not Job Share a MRT slot; however, when submitting a bid for MRT, she/he may also submit a bid to Job Share with another Flight Attendant.

**B. Monthly Release Time (MRT) Slot Award**

1. Awards will be closed as stated in Section 1.A and 1.B of this Article.
2. If a Flight Attendant bidding a MRT slot is not senior enough to hold one, the Flight Attendant's bid will be closed as stated in Section 1.A and 1.B of this Article.
3. A Flight Attendant awarded a MRT slot will be scheduled off for the Bid month without pay, except that she/he must be available for all mandatory training for the entire month. In case of an extraordinary or emergency circumstance affecting Company operations, MRT Flight Attendants may be allowed to fly during her/his month off on a voluntary basis. A Flight Attendant may not draw from her/his sick bank during a MRT month unless she/he called in sick for a pairing that overlapped into the MRT month.
4. If a Flight Attendant bidding for MRT believes the results to be in error, she/he will be entitled to the protest procedures as stated in Section 1.A.6 and 1.B.5 of this Article.

**C. General**

1. A Flight Attendant awarded a MRT slot in the new Bid month who is scheduled to work a pairing that overlaps into the MRT month is responsible for the overlapping pairing.
2. A Flight Attendant awarded a MRT slot may not trade or give away the slot to another Flight Attendant. All MRT awards are final except as stated in Section 4.B.3 of this Article.
3. A Flight Attendant may be awarded a MRT slot during her/his vacation month and will be compensated 3.75 TFP per day during the MRT month.

**5. DAILY RELEASE TIME (DRT)**

Daily Release Time (DRT) is the release from a pairing or Reserve block without pay that a Flight Attendant may bid and be awarded on a voluntary basis. All Flight Attendants (Line holders and Reserves) will be allowed to bid for a DRT when available; however, New Hire Flight Attendants will not be able to participate until after completion

of their first full scheduled month. DRT slots will be awarded in Base seniority order, followed by all out-of-base requests. Out-of-base requests will be closed in overall Flight Attendant seniority. DRT slots will only be offered when the Company offers a minimum of one percent (1%) of the Bid lines in each Base as Job Shares. DRTs will be determined based on daily staffing needs in each Base, and un-bid DRT slots will not be assigned. Flight Attendants awarded DRT will continue to receive all Company benefits.

**A. Daily Release Time (DRT) Bid**

1. Any DRTs available for bid will be posted through the VRU or electronically. The minimum number of DRT Slots will be posted no later than 1400 Central time the day prior to the origination of the Pairing or Reserve Block for the day that the Flight Attendant is requesting. Postings, if available, will be made each day.
2. A Flight Attendant bidding for DRT will submit her/his bid through the VRU or electronically.
3. Each bid must contain the following information:
  - a. The Flight Attendant's Employee #.
  - b. The pairing or reserve block from which the Flight Attendant wishes to be released.
4. A Flight Attendant may only request to be pulled from her/his entire pairing or Reserve Block; partial requests will be denied. A Flight Attendant who has given part of her/his pairing or Reserve block away may request to be pulled from the remainder of the pairing or Reserve block.
5. Should a Flight Attendant wish to cancel her/his bid after submission, she/he must submit a cancellation no later than 1700 Central time the day prior to the origination of the pairing or Reserve block.

**B. Daily Release Time (DRT) Award**

1. DRT awards will be made available no later than 1800 Central time the day prior to the origination of the pairing or Reserve block. The DRT awards will be posted through the VRU or electronically.
2. Flight Attendants bidding for DRT are responsible for checking the DRT results. If a Flight Attendant bidding for DRT believes the results to be in error, she/he may contact Scheduling no later than 2300 Central time the day prior to the origination of the pairing or Reserve block to protest the results. If due to Company or Computer error, a protest is deemed valid, the Flight Attendant(s) will be awarded a DRT slot for the Pairing or Reserve Block specified on the original bid.

3. DRT slots may not be traded or given away, and only in the event of extraordinary or emergency circumstances affecting Company operations, a Flight Attendant may be allowed to fly during DRT time off on a voluntary basis.
4. When a Flight Attendant is awarded DRT, all assigned pairings originating the day of the award will be pulled without pay.

**C. Secondary Daily Release Time (SDRT)**

In the event any DRT slots are unbid and unawarded, a Flight Attendant may request to be released from an assignment up to three (3) hours prior to departure on a first-come, first-served basis.

Reserves may request to be released prior to being called for an assignment or prior to self-assignment. Reserves who receive SDRT after the commencement of their on-call status will be released from the Reserve block without pay.

**D. DRT OVERLAP**

1. Lineholder to Lineholder - A Flight Attendant awarded DRT for a pairing at the end of the current month that overlaps into the new month will be pulled from the entire pairing. Should an overlap adjustment be required, it will be made in the new month prior to the DRT award; therefore, the Flight Attendant will not revert back to the original pairing day(s) pulled for overlap in the new month.
2. Lineholder to Reserve - A Flight Attendant awarded DRT for a pairing at the end of the current month that overlaps into the new month will be pulled from the entire pairing. Should an overlap adjustment be required, it will be made in the new month prior to the DRT award; therefore, the Flight Attendant will not revert back to the original Reserve day(s) pulled for overlap.
3. Reserve to Lineholder - A Flight Attendant awarded DRT for a block of day(s) at the end of the current month will have no Reserve obligation carry over into the new month. Should an overlap adjustment be required, it will be made in the new month prior to the DRT award; therefore, the Flight Attendant will not revert back to the original pairing day(s) pulled for overlap in the new month.

If a Flight Attendant DRT's her/his pairing in the new month, the Reserve day(s) RON obligation at the end the current month may require the Flight Attendant to be available for duty during the awarded DRT day(s) in the new month.

4. Reserve to Reserve - A Flight Attendant awarded DRT for a block of Reserve day(s) at the end of the current month will be obligated to sit Reserve day(s) at the beginning of the new month, unless they have been adjusted for overlap, given away, or awarded as a DRT. The Flight Attendant will not revert back to the original Reserve day(s) pulled for overlap in the new month. All original Reserve days that run consecutive will be considered as one DRT for the purpose of awarding a DRT.
5. A Lineholder or Reserve may pick up on any off days, including day(s) pulled for overlap, except for those day(s) that have been designated as a DRT award.
6. Picked up or traded Reserve day(s) will not be combined with an original block of Reserve day(s) for a DRT award.
7. All picked up and/or traded Reserve day(s) that run consecutive will be considered as one DRT for the purpose of awarding a DRT.

## **6. VACATION ADJUSTMENT**

Vacations must be adjusted within the bid protest time period to allow maximum trips to be placed on reserve lines and in open time. A Flight Attendant wishing to slide her/his vacation for the next month to fly a pairing that would otherwise be pulled must call Crew Planning no later than the end of bid line protest. If the Flight Attendant does not adjust her/his vacation within the time limits, Crew Planning will pull all original crew pairings which overlap into and/or out of the vacation week(s). Should a problem arise during the bid protest period concerning a line change that affects a vacation holder due to scheduling error, the above time limits will be waived and the Flight Attendant will be allowed to adjust her/his vacation by the first of the month.

## **7. REBID**

Where there is a published schedule change, which affects a majority of the Flight Attendants, there may be a rebid upon agreement between the Company and the Union.

## **8. RECURRENT TRAINING AND COMPANY REQUIRED TRAINING**

- A. After lines of time are awarded, the Company will post a list of recurrent and/or Company required training dates and the number of Flight Attendants who can be accommodated on each date.
  1. The Flight Attendants will state her/his preferences for a training date. To the extent possible, the Company will honor the preference bid on a seniority basis. Seniority may be overruled to accommodate bid vacation

or a Flight Attendant in a training grace period due to circumstances beyond the control of the Company.

2. A Flight Attendant, unable to attend Recurrent Training in her/his designated month due to a leave of absence, will be allowed to attend Recurrent Training the month prior to or the month following the designated month, and she/he will be awarded Recurrent Training after all bids have been awarded.

B. After Recurrent Training dates have been awarded, unassigned Recurrent Training dates, if any, will be placed in Recurrent Training Open Time and made available for trade by those due to attend Recurrent Training and for pickup by those wanting to attend Recurrent Training the month prior to their designated month. Flight Attendants may trade or pickup Recurrent Training in any domicile.

1. Any pickup or trade must be completed by noon (1200) local time the day prior to the class.
2. Flight Attendants who pick up Recurrent Training in the month prior to their designated month and do not receive ten (10:00) hours crew rest, from block arrival plus thirty (:30), prior to training due to irregular operations may choose to be pulled from training without pay. Flight Attendants who choose to be pulled from training to receive legal crew rest are responsible for rescheduling their training day with the training division. Flight Attendants who attend training without receiving legal crew rest will not be paid a premium.
3. A Flight Attendant's designated month will not be adjusted for the following year as a result of that Flight Attendant picking up Recurrent Training in the month prior to her/his designated month.

C. Recurrent training and Company required training will be treated as a legal duty day. Legal crew rest before and after training must be scheduled. If a Flight Attendant is pulled from any trips to schedule legal crew rest, trips pulled will be paid by the Company. A Flight Attendant at her/his option may waive the legal crew rest and will be paid at time and one-half for the training day. A Flight Attendant may waive her/his contractual crew rest; however, she/he will not be reduced below the FAR minimums. The Company will not schedule a Flight Attendant for any required training that brings her/him below minimum days off or reduces the 48 in 7 domicile break. Should this situation arise, the Company will pay time and one-half (1.5) for training or give the Flight Attendant a choice of her/his day off. The choice of a day off must be made by the completion of the required training.

- D. Flight Attendants not receiving ten (10) hours crew rest, from block arrival plus thirty, prior to training due to irregular operations may choose to be pulled from training, or may attend for double time as long as she/he is not reduced below the eight (8) hour FAR reduced rest. Flight Attendants who choose to be pulled from training to receive legal crew rest are responsible for rescheduling their training day with the training division. Recurrent training must be scheduled within the FAA requirements to remain legal.
- E. A Reserve Flight Attendant will not be assigned recurrent training or any Company required training on a scheduled day off if the training day would bring them below the contractual minimum days off. If a Reserve Flight Attendant bids to attend training on an off day, and is awarded that day, the training will be paid above her/his guarantee. If a Reserve Flight Attendant bids to attend training only on scheduled reserve days, the training pay will be applied to her/his guarantee.

## 9. OVERLAP

An overlap occurs when a Flight Attendant has a contract and/or FAR illegality between the current bid period and the new bid period. Contractual illegalities may be waived by the Flight Attendant. FAR illegalities may not be waived by the Company or the Flight Attendant. All overlap adjustments will be made in the new bid month. No Flight Attendant will be required to rejoin the remainder of a pairing that is less than four (4.0) TFP as the result of an overlap adjustment.

- A. **Lineholder to Lineholder.** Overlap from a bid line to a bid line, or from a bid line to vacation relief line, or from a vacation relief line to a bid line will be adjusted as follows:
  - 1. Crew Scheduling will make all overlap adjustments of the pairings in the new bid month to comply with all crew rest requirements and duty limitations by noon Central time on the 18<sup>th</sup> of the current bid month.
  - 2. If the overlap adjustment involves a complete pairing and the pairing that is pulled in the new month pays more, the Flight Attendant may (by noon Central time on the 19<sup>th</sup> of the current bid month) choose to fly the pairing in the new month and have the lower-paying pairing pulled.
  - 3. The Flight Attendant may (by noon Central time on the 19<sup>th</sup> of the current bid month) choose to fly the entire overlap pulled for the adjustment if legal by the FARs. The only time an overlap pulled for the adjustment may be flown less than its entirety is to remain legal under the FAR's. All flights picked up that were pulled for the overlap will be paid at time and one-half.
  - 4. All adjustments to correct illegalities will be made at the domicile.

**B. Lineholder to Reserve.** Overlap from a bid line to a reserve line will be adjusted as follows:

1. All adjustments will be made to keep the Flight Attendant legal under all crew rest requirements and duty limitations by noon Central time on the 19<sup>th</sup> of the current month. The bid line Flight Attendant may contact Scheduling by noon Central time on the 24<sup>th</sup> of the current bid month to waive contractual overlap legalities and protect the full day Reserve guarantee from being reduced in the new Reserve month.
2. If such assignment carries over into scheduled day/days off of a new reserve month and does not create an overlap, thereby reducing the Flight Attendant's guaranteed minimum of thirteen (13) days off in a thirty (30) day month or fourteen (14) days off in a thirty-one (31) day month, the Flight Attendant may either:
  - a. Be pulled from the number of scheduled reserve day(s) in the new month necessary to meet the guaranteed minimum days off as stated above, in which case the Flight Attendant will receive one and one-half (1.5) times the applicable trip rate for the assignment that was carried into the new month. The straight pay will be credited towards the guarantee and the premium pay will be credited above the guarantee without waiving any duty limitations. The day(s) pulled may be from the beginning or the end of any block of Reserve other than the last day of the month, and will be the Flight Attendant's choice. Or,
  - b. Not be pulled from any reserve day/days and all trips flown into the new reserve month will be paid above the monthly guarantee at one and one-half (1.5) times the applicable trip rate. The carried over assignment will not count towards the duty limitations for the month.
  - c. Any VJA trip flown into the Reserve month that overlaps scheduled Reserve days will be compensated only at straight pay (towards the Reserve guarantee) on the scheduled reserve days.

**C. Reserve to Lineholder.** Overlap from Reserve to bid line will be adjusted as follows:

If such reserve assignment carries over into scheduled day/days off of the new bid line month and does not create an overlap, all trips flown by the Flight Attendant on those scheduled day/days off will be paid at one and one-half (1.5) times the applicable trip rate and will not waive any duty limitations. The overlap



adjustment for the new month will be made at the time the Reserve is given an assignment.

- D. **Reserve to Reserve.** Overlap from a Reserve line to a Reserve line will be adjusted as follows:

All reserve line to reserve overlaps will be adjusted to no more than five (5) reserve days and will comply with all crew rest and duty limitations. All overlap adjustments will be made in the new Reserve month. These overlap adjustments will be made no later than noon Central time on the 19<sup>th</sup>. The Reserve Flight Attendant may contact Scheduling by noon Central time on the 24<sup>th</sup> to waive contractual overlap legalities and protect the full day Reserve guarantee from being reduced in the new Reserve month.

- E. Reserve day(s) picked up at the end of the month may be liable for a RON assignment. The reserve liability is based on the liability of the Flight Attendant who gave the reserve day away.

- F. **Legal overlap combinations are as follows:**

Four day pairing;

Four day pairing preceded by or followed by a single day pairing;

Three day pairing preceded by or followed by a single day pairing;

Three day pairing preceded by a single day pairing and a reserve day without duty;

Three day pairing preceded by a reserve day;

Three day pairing followed by a reserve day without duty and a single day pairing;

2 two day pairings back to back;

2 two day pairings separated by a single reserve day without duty;

Two day pairing followed by three single day pairings;

Five single day pairings.

NOTE: The above stated legal overlap combinations are the only combinations allowed during the overlap period unless the Flight Attendant chooses to waive her/his contractual legalities as stated above in this section.

- G. A Flight Attendant trading her/his pairing that falls during the overlap period with a pairing that works the same days and equal number of days will be protected in the same manner as the original overlap.
- H. A Flight Attendant trading her/his pairing that falls during the overlap period (when the original overlap would have required an adjustment), with a pairing that works an unequal number of days, will be pulled based on the original overlap. If no original overlap adjustment is required, the only adjustment will be to accommodate the FAR "24-in-7" regulation.
- I. A Flight Attendant who picks up a pairing in the current bid month that falls during the overlap period, but prior to the new bid period being awarded and placed on her/his schedule, will only be adjusted by Scheduling to accommodate FAR rest and duty requirements. If that adjustment made by Scheduling results in a situation where the Flight Attendant has less than a twelve (12:00) hour domicile break between pairings (block to check-in), the Flight Attendant may call Scheduling to request a different adjustment that provides a twelve (12:00) hour domicile break between pairings.
- J. Scheduling will not make any changes to end times for any unassigned Reserve day(s) in the current month in order to make a Reserve legal for the new month. However, a Reserve is considered to be on rest when released from Reserve in accordance with Article 11.15.A.2.

If the Reserve is given an assignment that causes an overlap illegality, the overlap adjustment will be made at the time the Reserve pairing assignment is given as outlined in Section 9.C above. If the Reserve is given a reserve pairing assignment that does not create an overlap illegality, no overlap adjustment in the new month is necessary. The Reserve will be notified of release from Reserve obligation when she/he checks-in with Scheduling upon completion of her/his assigned pairing as outlined in Article 11.

- 1. On the last day of Reserve obligation during the overlap period, Scheduling may release a Reserve who has completed five (5:00) hours of APSB from further Reserve obligation. Scheduling shall not release the Reserve from APSB early in order to make the Reserve legal for the new month. The Reserve will be released prior to the completion of five (5:00) hours APSB if Article 11.15.A.2 applies.
- 2. Upon completion of a flying assignment given during APSB, the Flight Attendant will be notified of an additional assignment of flying or of her/his release time. Such notification will be given when the Flight Attendant checks in with Scheduling upon the completion of that assignment. If releasing the Flight Attendant from the Reserve obligation resolves an

existing overlap situation (i.e. 48/7 & 24/7), no overlap pull is necessary in the new month.

3. On the last day of any Reserve Block, a Reserve may contact Scheduling and request to have the non-fly bar reflect her/his actual release time if unassigned for the purpose of picking up trips from Open Time or other Flight Attendants.

## **10. GENERAL**

- A. The Inflight Crew Scheduling Department will be responsible for keeping the reserve status updated, sick calls, open time, charters, and any emergencies that may arise out of irregular operations.
- B. The responsibility of the Inflight Crew Scheduling Department is to carry out the provisions of this Agreement and Schedule Policy. Any differences with a Flight Attendant as to the meaning or application of the Agreement or Schedule Policy shall be referred to the Flight Attendant Supervisor.
- C. Flight Attendants will not be disciplined for Crew Scheduling and/or Dispatch mistakes.
- D. A Flight Attendant is required to be at the aircraft thirty (30) minutes prior to departure. Flight Attendants are responsible for themselves.

## **11. SCHEDULING COMMITTEE**

- A. A Scheduling Committee composed of Flight Attendant representatives, selected and appointed by the Union, will be established for the purpose of reviewing, at appropriate intervals, the rules and procedures, other than those set forth in this Agreement, affecting scheduling procedures; to maintain a written Flight Attendant Scheduling Policy; and to adopt and implement such action as may be necessary to accomplish these things. This committee will meet monthly for the purpose of reviewing problems with scheduling.
- B. The Scheduling Committee will continue to assist in the building of the monthly bid lines, VR lines, and the Company will consider all recommendations made by the Scheduling Committee, including recommendations regarding the generation of pairings.
- C. The Company will meet with the Scheduling Committee periodically to review and modify the line building rules, if necessary.

## 12. DEADHEADING

- A. A scheduled or unscheduled deadhead to protect a flight, Charter deadheads, rescheduled deadheads, or a scheduled deadhead from a flight, will be considered a must ride to include two seats and the fourth Flight Attendant seat.
- B. An unscheduled deadhead requires must ride seating, including the fourth Flight Attendant seat. If the Flight Attendant does not make her/his scheduled deadhead, and does not have a must ride reservation, the Flight Attendant will be treated as a revenue standby. When a flight is not available after four (4) hours, the Flight Attendant will be given a hotel room and remain overnight, if she/he chooses.
- C. At the end of a scheduled pairing, if a Flight Attendant with a positive space reservation, or a Flight Attendant who is being treated as a revenue standby, does not get on the next flight, such Flight Attendant may, at her/his option, contact Crew Scheduling and be released from further duty at that time and will be paid for the scheduled deadhead.
- D. A Flight Attendant will be allowed to deadhead earlier than scheduled if Scheduling approves the request. The following conditions apply:
  - 1. The Flight Attendant contacts Scheduling prior to the deadhead(s).
  - 2. The requested change is to deadhead in the same duty period as the currently scheduled deadhead(s).
  - 3. The requested change will result in the Flight Attendant arriving at the same final destination as the currently scheduled deadhead(s).
  - 4. The requested change is legal.
  - 5. The requested change does not result in increased compensation for the Flight Attendant.
  - 6. The requested change does not result in bumping a revenue passenger.
  - 7. The requested change does not result in a flight delay. The request must allow sufficient time to book the new reservation, issue a boarding pass, and board the Flight Attendant without delaying the flight.
  - 8. Scheduling will agree to the request if the operation is "normal", i.e. there are not operational problems in the geographical area of deadhead departure or arrival city.

- E. A Flight Attendant on a 600 series pairing will be allowed to deadhead either earlier or later than the scheduled deadhead. A Flight Attendant will be subject to reschedule if contacted by Crew Scheduling.
- F. A Flight Attendant scheduled on a pairing which originates with a deadhead(s), may pick up the trip at the out station from which the first working leg departs. When the Flight Attendant chooses not to take the scheduled deadhead(s), the Flight Attendant will be compensated for the deadhead(s). In such situations, the Flight Attendant must do the following:
  - 1. Call Crew Scheduling no later than the check-in time of the original pairing in the domicile to advise that she/he will not be taking the scheduled deadhead leg(s); however, the call must be made no more than six (6:00) hours prior to the scheduled check-in time; and
  - 2. Confirm her/his arrival at the out station from which the first working leg of the pairing departs. This confirmation must occur at least thirty (:30) minutes prior to the scheduled departure of the first working leg.
- G. When a pairing ends with a deadhead segment(s), a bid line holder may, with prior notice to Scheduling, elect not to fly such deadhead(s) from block in of the last live working leg to any point prior to the deadhead segment(s) so long as Scheduling does not have a reschedule assignment at that time. On the last day of the Reserve obligation, a Reserve may, with prior approval from Scheduling, elect not to fly such deadhead segment(s), so long as the Reserve is not legal for an additional assignment. When the Flight Attendant chooses not to take the scheduled deadhead(s), the Flight Attendant will be compensated for the deadhead(s).

### **13. TELEPHONES/COMPUTERS**

- A. The Company will provide at each domicile airport a designated crew telephone and computers for scheduling check-ins. If more than one concourse is utilized, a crew telephone will be placed in each concourse. The designated crew telephone and computer must be easily accessible.
- B. The Company will provide a toll free 800 number for Flight Attendants to use to contact Crew Scheduling. All Crew Scheduling lines must be taped.

## **ARTICLE 11**

### **RESERVE**

#### **1. INTRODUCTION**

A Reserve Flight Attendant shall be governed by all aspects of this Agreement unless otherwise specified hereunder in Article 11.

#### **2. DAYS OFF**

All Reserve Flight Attendants will be scheduled for and receive a minimum of thirteen (13) days off in a thirty (30) day bid month and fourteen (14) days off in a thirty one (31) day bid month. Such scheduled duty free periods shall be preplanned and indicated on the Flight Attendants monthly schedule and shall be separated by not less than forty-eight (48) hours (block plus thirty to check-in). A Reserve Flight Attendant cannot be JA'd on unscheduled days.

#### **3. RESERVE SYSTEM**

The Reserve system will be on a month to month rotating basis. All Flight Attendants below the top thirty five (35) percentile in each domicile will sit reserve. A Secondary top thirty-five (35) percentile will be calculated after Primary bids close to include a one-for-one substitution for each Flight Attendant bidding down to Reserve from the Primary top thirty-five (35) percentile. A Reserve Flight Attendant who is awarded a Vacation Relief Line or Open Time line will be treated as a regular Bid Line holder for that month but the month will count toward such Flight Attendant's Reserve rotation requirement. Flight Attendants are responsible for ensuring that Scheduling has a proper contact number. There will be three (3) classifications of Reserve Flight Attendants: Ready Reserve (RR), AM (AR), and PM (PR) Reserve.

##### **A. Ready Reserve (RR)**

1. On the first day of the block, contact time for a RR Flight Attendant will be two (2) hours prior to the first scheduled check-in in her/his domicile until 2400 hours that day. On subsequent days of the reserve block, the Ready Reserve will be available on a twenty-four (24) hour basis except as stated in this Agreement. Charters, Red Eye, or Night Flights, which operate prior to the first scheduled departure in domicile, may not be assigned the first day of the reserve block. On all subsequent days of the reserve block scheduled departures do include any Charters, Red Eye, or Night Flights.

2. Reserve Assignments will have at least a two (2) hour report time. A Flight Attendant may, but is not obligated to, accept an assignment with a report time of less than two hours (2:00). A Flight Attendant(s) who works an assignment as stated above will be compensated double time (2.0) for all trips flown or credited. A Flight Attendant(s) who initiates a request for an assignment with a report time of less than two hours (2:00) will be compensated at straight time.
3. It is the responsibility of the RR Flight Attendant to check-in with Scheduling upon completion of her/his assigned pairing. At this time the Scheduler will advise the RR of any further assignment of flying or her/his reserve status. Failure of a RR to check with Scheduling will result in a No-Show if the Reserve has been assigned additional flying. If released from duty, Scheduling is to advise the reserve of the time she/he must be available for contact. This is the time that a reserve would be considered a UTC if Scheduling is unable to contact them. If the last assignment of a reserve month carries over into a bid line month, upon completion of such assignment the reserve obligation is complete and the Flight Attendant is not required to call Scheduling.
4. A maximum of sixty-five percent (65%) of the Flight Attendants on Reserve will be RR. A minimum of thirty-five percent (35%) will be AR/PR, with a minimum fifteen percent (15%) AR and a minimum fifteen percent (15%) PR.
5. If a Ready Reserve is assigned to Airport Standby the following will apply:
  - a. RR's can be required to sit in the Flight Attendant lounge as Airport Standby (APSB) at any given time. A Ready Reserve will not be scheduled for APSB more than five (5) times in a Reserve month. APSB will be credited as trips flown. It is the Flight Attendant's responsibility to inform Scheduling at the time of assignment that she/he has reached the APSB limitation for the month. The Flight Attendant has the option to waive this limitation. Self assignment of Airport Standby will not count towards the limitation.
  - b. A duty period for Airport Standby will begin when the Reserve signs in at the designated time to sit Airport Standby. The maximum duty time to sit as an APSB will not exceed five (5) hours in a day. Reserve Flight Attendants assigned to Airport Standby will not be assigned a pairing which departs more than one (1) hour beyond the end of the five (5) hour Airport Standby limit without her/his agreement.

If the Reserve is assigned to fly while sitting Airport Standby, the total scheduled duty time including hours as Airport Standby may not exceed twelve and one-half (12:30) hours from check-in to block. If the Flight Attendant is released from Airport Standby without being scheduled for a pairing, she/he will be put at the bottom of the Reserve pool seniority list, and if later called out to fly on that day, the total duty time scheduled, including hours as an APSB may not exceed twelve and one-half (12:30) hours.

- c. When a Ready Reserve is assigned Airport Standby, if a flying assignment becomes available and Scheduling assigns the flying assignment to the Ready Reserve prior to the original Airport Standby assignment check-in time and the first leg of the flying assignment is scheduled to depart within one (1:00) hour of the Airport Standby check-in, this would not count toward the five (5) time monthly maximum of sitting Airport Standby.
- d. If a Ready Reserve is contacted any time during the Airport Standby time for a flying assignment, this would count toward the five (5) time monthly maximum of sitting Airport Standby.
- e. Airport Standby compensation will commence upon check-in as Airport Standby and will continue until release from Airport Standby or check-in for the assigned pairing. Compensation will be at the rate of one-tenth (.1) TFP for each six (6) minutes up to a maximum of five (5) TFP. The Flight Attendant will be credited additionally for each trip that is actually flown.
- f. Per diem will commence when the Flight Attendant signs in to sit Airport Standby. Per diem will continue until the Flight Attendant is released from duty, or if assigned a pairing until thirty (30) minutes after block-in at home domicile, whichever occurs later.

**B. AM & PM RESERVE (AR) & (PR)**

- 1. An AM or PM Reserve Assignment will have at least a two (2) hour report time. A Reserve Flight Attendant may, but is not obligated to, accept an assignment with a report time of less than two hours (2:00). The Reserve Flight Attendant who agrees to this assignment will be compensated double time (2.0) for all trips flown or credited. A Flight Attendant(s) who initiates a request for an assignment with a report time of less than two hours (2:00) will be compensated at straight time.



a. AM Reserve (AR)

An AR is responsible to be on call for an assignment between the hours of 0300 to 1100 Local time for each day of Reserve. Trip assignments will have at least a two (2) hour report time. To prevent JA'ing, AR's may be contacted at times other than designated contact hours. In the event an AR is contacted outside the designated contact hours, she/he will be paid at double time (2.0) for the trips assigned. The straight time will be applied toward the guarantee and the premium pay will be compensated above the guarantee.

b. The scheduled release time of all AR assignments, with the exception of a commuting AR who is covered under Article 33.1.B and an AR who self assigns, will be no later than 1800 hours Local time (block plus thirty) on the last day of each new assignment ending in the home domicile. An inbound AR may be given an additional assignment including an RON ending after 1800 Local time, as long as it is scheduled to return to the home domicile by 1800 (block plus thirty) Local time on the last day of the new assignment.

If, due to a reschedule, an AR arrives back at her/his home domicile after 1800 hours Local time (block plus thirty), she/he will be paid triple time (3.0) for all flights flown beyond 1730 hours Local time, except when her/his pairing experiences irregular operations on the last day of that assignment.

c. PM Reserve (PR)

A PR will be responsible to be on call for an assignment between the hours of 1000 to 1800 Local time for each day of reserve. Trip assignments will have at least a two (2) hour report time. To prevent JA'ing, PR's may be contacted at times other than designated contact hours. In the event a PR is contacted outside the designated contact hours, she/he will be paid double time (2.0) for the trips assigned. The straight time will be applied toward the guarantee and the premium pay will be compensated above the guarantee.

d. The check-in time of all PR assignments, with the exception of a commuting PR who is covered under Article 33.1.B and a PR who self assigns, will be no earlier than 1200 hours Local time on the first day of each new assignment.

2. AR's and PR's will not be converted to RR status. Except as stated in Article 33.1.B, an AR or PR may not be used as an APSB.
  3. It is the responsibility of the AR or PR Flight Attendant to check-in with Scheduling upon completion of her/his assigned pairing. At this time, the Scheduler will advise the AR or PR of any further assignment of flying or of her/his reserve status. Failure of an AR or PR to check with Scheduling will result in a No-Show if the Reserve has been assigned any additional flying. If released from duty, Crew Scheduling is to advise the reserve of the time she/he must be available for contact. This is the time that a Reserve would be considered a UTC if Scheduling is unable to contact them. If the last assignment of a reserve month carries over into a bid line month, upon completion of such assignment the reserve obligation is complete and the Flight Attendant is not required to call Scheduling.
- C. If a Reserve is assigned a pairing and not released for DOM break, she/he must maintain telephone availability until check-in time for that pairing. Any assigned pairing may be changed by Scheduling, provided the Flight Attendant still maintains a two (2) hour report time.
  - D. On scheduled work days, Reserve Flight Attendants may call to ask their status on reserve. This right to call in does not relieve a Reserve from being on call.
  - E. A Flight Attendant assigned to Reserve must be able to be onboard the aircraft in full uniform within two (2) hours after notification.
  - F. An AR or PR may call Scheduling prior to their contact hours to be given an assignment if one is available. This call will not be considered contact outside of hours.
  - G. An AR or PR Reserve may self assign pairings from Open Time as stated in Section 19 below of this Article.

#### **4. CONTACT ON RESERVE**

- A. A Reserve Flight Attendant will provide Scheduling with a primary contact number and may provide up to two (2) alternate contact number(s). A Reserve shall be notified of her/his assignment(s) via her/his primary contact number and/or her/his two (2) alternate contact number(s). If a Flight Attendant has contact numbers with voice activation capabilities, Scheduling will leave a voice message to contact Scheduling. Reserve Flight Attendants will be responsible to return the call within twenty (20) minutes of Scheduling's original call. The two (2) hour report time will begin at the time of Scheduling's original call.

- B. Reserves will have the option to self-notify assignments via electronic means. Reserves that choose to self-notify are required to remain on call for a change of assignment during their required contact hours as outlined in this Article.

## 5. ORDER OF ASSIGNMENT

- A. Reserve Flight Attendants shall be assigned pairings to provide for as even a distribution of flying as possible. Reserves who are used out of order will be compensated at one and one-half (1.5) times the applicable trip rate for all trips flown or credited.

Order of assignment will be calculated in the following manner:

### 1. **PASS/FLY Preference**

Flight Attendants may enter a Pass or Fly preference in the crew management system. The established preference will remain the same unless changed by the Flight Attendant. In the event that the Flight Attendant does not select a preference, the crew management system will default to the Fly preference. A Flight Attendant has the option to change her/his preference throughout the Reserve block if not already assigned. The preference established at 1659 Central Time will apply for the Reserve assignment(s) the following day.

### 2. **Airport Standby (APSB) Preference**

Ready Reserve Flight Attendants may enter an APSB preference in the crew management system. A Ready Reserve Flight Attendant will have the option to select an APSB preference for each day of her/his Reserve block(s). In the event that a Flight Attendant does not select a preference, the system will not select the APSB preference. A Flight Attendant has the option to change her/his preference throughout the Reserve block if not already assigned. The preference established at 1659 Central Time will apply for the Reserve assignment(s) the following day. The APSB preference will only apply to Ready Reserve Flight Attendants whose RDV is zero or greater.

### 3. **Relative Daily Value (RDV)**

RDV is calculated by subtracting the Reserve month to date TFP and credits and the TFP associated with the remaining Reserve days from the Reserve guarantee.

Formula: Block/Month Guarantee – TFP flown towards Block/Month Guarantee – (Days Left in Block/Month x 6.0) = RDV.

When more than one (1) Flight Attendant returns to the domicile on the same day, the Flight Attendant with the highest RDV who is legal for the assignment will be used first. In instances where two (2) or more Flight Attendants have the same RDV, the most junior Flight Attendant will be assigned first.

4. Scheduling will assign Reserves within the same category (AR/PR/RR) and with the same number of days remaining in their Reserve block in the following order:
  - a. Flight Attendants with a RDV of zero or higher and a Fly preference in seniority order.
  - b. Flight Attendants with a RDV of zero or higher and a Pass preference in reverse seniority order.
  - c. Flight Attendants with a RDV of less than zero in order from the highest RDV to the lowest.
  - d. Flight Attendants with an equal RDV value less than zero will be assigned in the following order:
    1. Flight Attendants with a Fly preference in seniority order.
    2. Flight Attendants with a Pass preference in reverse seniority order.

When assigning APSB, Scheduling will assign Flight Attendants who have indicated an APSB preference before Flight Attendants who have not.

The first official Reserve report will be run by Scheduling at 1700 Central Time the day prior. Barring any technological difficulties, the Reserve report will be run every two hours (2:00) thereafter. Order of assignment will not be affected by trades or Pass/Fly preference changes until the next official Reserve report is run; however, if Scheduling becomes aware of a change prior to the new Reserve report being updated, Scheduling will run a new Reserve report at that time.

- B. Flight Attendants will be provided electronic access to the Reserve report starting at 1700 Central Time the day prior to their Reserve obligation. The Reserve report will display order of rotation, including the Flight Attendants' RDV values, Pass/Fly preferences, Airport Standby Preference, Reserve standings, and availability times. Said reports will be updated at least every two (2) hours. A Reserve will be able to call Crew Scheduling or a VRU for the current, up to date Reserve standings for all Reserves, including themselves, on call that day. If the

Flight Attendant calls Crew Scheduling outside her/his contact hours, she/he will not be required to accept an assignment or reassignment during the call.

- C. A Flight Attendant shall not be assigned to Reserve during her/his vacation month.
- D. When a bid line holding Flight Attendant is moved up and a Reserve is called out to fly the same pairing, the more senior Flight Attendant may choose which position she/he will fly.
- E. If a bid line holding Flight Attendant is moved up, and the Reserve arrives in time for the assigned flight, the bid line holder will revert back to her/his original pairing.
- F. If two (2) Reserves are called out to fly the same pairing, the more senior Flight Attendant may choose the position she/he wishes to fly if both Flight Attendants are the same reserve designation.
- G. If a crew is to be split because of a reschedule and a Reserve is a member of the crew, the Reserve must be used prior to the rescheduling of a bid line holding Flight Attendant.
- H. A Reserve Flight Attendant may be assigned several pairings or portions of pairings including an RON pairing on the last day of the month. The maximum scheduled duty time of twelve and one-half (12:30) hours may not be exceeded (except as stated in Article 8, paragraph 2(B)). Any hours on duty over twelve and one-half (12:30) will be paid the same as a bid line holder.

## **6. CROSS UTILIZATION OF RESERVES**

- A. A Reserve assigned an RON without further assignment, or assigned a pairing from another domicile, will be given eleven (11) hours block to block crew rest upon completion of the pairing.

At the end of crew rest, Scheduling must assign the Reserve to one of the following:

- 1. A deadhead to return to the home domicile; or
- 2. An assignment that checks in within five (5) hours after the completion of crew rest. Once an assignment is given, the Reserve is not deemed on duty until she/he checks in for the assignment and may not be contacted until such time.

## **7. LONGEVITY PAY**

When a Flight Attendant with 12 years or more of Flight Attendant seniority is required to sit reserve (Reserve or VR line) during the reserve rotation, she/he will be compensated an additional \$1.00 per TFP for any trips credited or flown (sick trips excluded) up to her/his original line value or the value of TFP credited towards the monthly guarantee, whichever is greater.

## **8. RESERVE EXCHANGE OF LINES, BLOCKS AND DAYS**

- A. The Reserve exchange of lines, blocks, and days will be as follows:
  - 1. Any line trades between a bid line holder and a Reserve will be for the original Reserve designation.
  - 2. Any line trades (block or day), giveaways, or pickups, between two Reserves will be for the original Reserve designation.
- B. Reserve exchange of reserve days will count toward her/his trip limitations of 118.2 trips for pay or 90 takeoffs and landings.
- C. If a Flight Attendant gives away a Reserve block and later picks up a Reserve block, the "picked up" Reserve block will be treated as an original block. In the event the sum of the original and picked up Reserve blocks exceed the number of original Reserve days in the month, the number of days in excess to the original line will be paid above the monthly guarantee (this does not apply to Reserve days pulled by the Company or Union).

## **9. DROPPING RESERVE BLOCKS**

Flight Attendants may drop up to four (4) days of a single four (4) day block of reserve per month. A Flight Attendant may drop any combination of her/his day(s) by 1659 Central time prior to the reserve day as long as a reserve assignment has not been made that will affect that day.

Example: If a 4-day reserve is assigned a three (3) day pairing, she/he may drop her/his fourth day prior to 1659 Central time on the third day of the block. If a reserve is assigned a four (4) day pairing, no reserve days in that block may be dropped.

## **10. PICKUPS/TRADES ON RESERVE**

- A. A Reserve may pick up pairings on her/his days off from any source, including open time. A Reserve may also pick up Reserve day(s) from other Flight Attendants on her/his day(s) off. A Flight Attendant will have the option to combine all picked up, traded day(s), and/or original Reserve day(s). However, to combine such day(s), the Flight Attendant must advise Scheduling no later than 1659 Central time the day prior to the start of the reserve day(s) to be combined.

All pickups will be counted over and above the monthly Reserve guarantee, but will not count toward the Reserve Flight Attendant's monthly maximum trip limitations. Day(s) given away or picked up establish a new Reserve block.

Flight Attendants may "pick up" Reserve day(s) which will not be combinable with original or traded Reserve day(s), unless agreed to by the Flight Attendant. A Flight Attendant(s) may "pick up" individual or multiple Reserve day(s) on days she/he initially gave away; such pickups will be paid above the monthly guarantee.

- B. Reserves may trade or give away entire blocks of Reserve working days at any time within the trading limitations.
- C. Reserves may trade or give away their reserve blocks/day(s) by 1500 Central Time the day prior to the reserve block/day.
- D. Line holders and Reserves that pick up or trade for Reserve blocks may not drop the Reserve blocks that were picked up or traded. Reserve blocks may only be traded or given away in their entirety.

#### **11. DOMICILE/RON CREW REST**

DOM and RON crew rest breaks are to be scheduled in the same manner as bid line holders. A RR, AR, and PR Reserve will not be responsible or required to be available for contact during her/his scheduled domicile break or crew rest.

- A. In an overlap situation, a Reserve on call or actually given an assignment the last day of her/his original Reserve obligation must be scheduled with a domicile break at the completion of her/his Reserve obligation when the Reserve has an originally scheduled pairing that begins the following day.
- B. If a Reserve picks up or trades a pairing or additional Reserve day(s) prior to or immediately following a Reserve day(s), she/he must be scheduled with a minimum of nine (9) hours FAR rest.
- C. A Reserve Flight Attendant may be contacted only once during crew rest, and must be guaranteed seven (7) consecutive hours of uninterrupted crew rest between block in and block out. If a Flight Attendant is contacted during the crew rest and does not receive seven (7) consecutive hours of uninterrupted crew rest the Flight Attendant will receive one and one-half (1.5) times the applicable trip rate for that assignment until such Flight Attendant receives legal crew rest.
- D. A Reserve cannot have an RON in the Domicile associated with the Reserve block. A Reserve that terminates her/his duty period in Domicile will be scheduled for a legal domicile break, except as stated in Paragraph B above. Any subsequent assignments will be in accordance with this Article.

E. FAR Reduced Rest Pairing on Reserve See Article 8.3.D.

## **12. UNSCHEDULED RON**

- A. If a Flight Attendant flies a scheduled or unscheduled RON which carries over to a reserve day of the new month, such Flight Attendant will be the last Reserve Flight Attendant to be called out on that reserve day of the new month.
- B. A Reserve Flight Attendant who is sent on an unscheduled RON on the last day of a reserve block (other than the overlap) will be compensated as follows:
  - 1. Compensation will be at one and one-half (1.5) times the applicable trip rate for all deadhead or worked flights on the unscheduled day plus a RIG of one TFP for each three (3) hour period or fraction thereof from block in at the overnight city until thirty (30) minutes after block arrival at the home domicile. The RIG will be calculated to two decimal places, rounded by standard convention. The straight time will go toward the guarantee and the premium will be paid above the guarantee.
  - 2. The Reserve will be returned to the home domicile via the routing which arrives at the earliest scheduled time.
  - 3. The Flight Attendant will be pulled from an additional day(s) of Reserve of her/his choice at the beginning or end of a Reserve block without suffering a loss of guarantee. The number of day(s) pulled will equal the number of day(s) the Flight Attendant is owed. The Flight Attendant must designate the day off prior to or at the completion of the pairing. If she/he does not select the day off by this deadline, the Flight Attendant will be paid double time (2.0) above her/his guarantee for all flights flown or credited on the unscheduled day.
  - 4. If a Reserve receives an unscheduled overnight between Reserve days that are not combinable for an overnight, the Reserve will be compensated according to Section 12.B above. The Reserve will be returned to the home domicile via the routing which arrives at the earliest scheduled time and given nine hours (9:00) FAR rest in accordance with Section 11.B above. Once the nine hours (9:00) FAR rest is complete, the Reserve must be available for contact during any remaining contact hours of that Reserve day. This provision does not apply when a Reserve has agreed to combine original and picked up or traded Reserve days for an overnight assignment as outlined in Section 10.A above. Overnights assigned in accordance with Section 10.A above are not considered unscheduled overnights.



### 13. RON LAST DAY OF THE MONTH/OVERLAP

Regarding an RON which is assigned to a Reserve on the last day of any month:

- A. The Flight Attendant's reserve line type will determine whether the Reserve may be obligated at the end of the current month for additional days into the new month. If a Reserve Flight Attendant has only three (3) day Reserve blocks on her/his line, she/he may be obligated up to a total of three (3) days. A Reserve Flight Attendant with a four (4) day block of Reserve on her/his Reserve line may be obligated up to a total of four (4) days.
  - B. If such assignment is an out-of-domicile pairing and carries over into a new month, the Flight Attendant must be given a scheduled deadhead back to the home domicile upon assignment of the overlapping pairing.
  - C. If such assignment carries over into scheduled days off of a new reserve month and does not create an overlap, thereby reducing the Flight Attendant's guaranteed minimum of thirteen (13) days off in a thirty (30) day month or fourteen (14) days off in a thirty-one (31) day month, the Flight Attendant may either:
    - 1. Be pulled from the number of scheduled reserve days in the new month necessary to meet the guaranteed minimum days off as stated above, in which case the Flight Attendant will receive one and one-half (1.5) times the applicable trip rate for the assignment that was carried into the new month. The straight pay will be credited towards the new month's Reserve guarantee and the premium pay will be credited above the guarantee without waiving any duty limitations. The day(s) pulled may be from the beginning or the end of any block of Reserve other than the last day of the month, and will be the Flight Attendant's choice. Or;
    - 2. Not be pulled from any reserve days and all days flown into the new reserve month will be paid above the monthly guarantee at one and one-half (1.5) times the applicable trip rate. The carried over assignment will not count toward the duty limitations for that month.
- The Reserve Flight Attendant will notify Scheduling at the time of the assignment which of the above options she/he chooses.
- D. If such assignment carries over into scheduled days off of the new bid line month, and does not create an overlap, all trips flown by the Flight Attendant on those scheduled days off will be paid at one and one-half (1.5) times the applicable trip rate and will not waive any duty limitations.

- E. If a reschedule results in an additional day(s) of assignment (due to a Reserve's end of month obligation) such reschedule must be made within the current month. If a reschedule resulting in an additional day(s) is made in the new month, this will be treated as an unscheduled RON. The Flight Attendant's new month designation (Lineholder or Reserve) will determine how the Flight Attendant shall be compensated as stated in this Agreement regarding an unscheduled RON. It is understood a Flight Attendant may be rescheduled in the new month to additional and/or different legs of flying as long as it is within the same number of duty periods originally scheduled.

#### **14. RESERVE SICK CALLS**

A Reserve sick call will be treated as follows:

- A. A Reserve Flight Attendant who is sick and unable to fly will call in, as soon as the condition is known, to notify Scheduling of the illness. A Reserve who calls in sick after being notified of an assignment must present, at the Company's request and expense, a letter from the Company physician verifying the illness. A Reserve Flight Attendant who does not call in sick prior to being given an assignment, will be assessed a penalty of half (.5) of a point in addition to the half (.5) of a point assessed for each day while on sick leave. When the Flight Attendant produces the required doctor's statement prior to the release from her/his next scheduled assignment, the Flight Attendant will have the option to designate the required doctor's statement as her/his statement for the Quarter as stated in Article 32. The Doctor's statement will not affect the half (.5) of a point penalty assessed for the Flight Attendant's failure to call in sick prior to receiving an assignment.
- B. When a Flight Attendant calls in sick on a pairing that overlaps into scheduled Reserve days, the Flight Attendant will be considered sick through the end of the pairing and if the Flight Attendant is obligated for additional Reserve days at the end of the sick call, she/he will be considered available for duty unless the Flight Attendant calls in sick for the remaining Reserve days.
- C. Sick calls for Flight Attendants on Reserve reported less than two (2) hours prior to scheduled flight departure or Airport Standby assignment will be treated as a "Reported Illness Less Than Two (2) Hours" prior to scheduled flight departure.

## 15. DOMICILE BREAK

- A. A reserve block of days will be complete at the end of the block, and the reserve will be returned to her/his home domicile for her/his domicile break as follows:
1. On days other than the last day of a block of reserve days, a Flight Attendant who has completed an assignment will be released from reserve duty no later than the time that the last scheduled flight departs the domicile if the Reserve has not been given a release time or additional assignment. If a Ready Reserve Flight Attendant has not flown that day, she/he may contact Scheduling after the last scheduled departure from that domicile to determine if a release is possible.
  2. On the last day of a block of reserve days, a Flight Attendant will be released from reserve, or Airport Standby if applicable, no later than when the last scheduled flight departs which the reserve could fly and still return to the domicile that evening. This release time will be posted via electronic means.
- B. Consecutive picked up reserve days will be subject to RON regardless of how they are picked up. Consecutive picked up days will be treated as a separate block from originally scheduled blocks and traded blocks.
- C. Between two original Reserve days, the Reserve(s) must be given a twelve hour (12:00) domicile break from block in to check-in. Between a picked up or traded and original Reserve day, or a picked up or traded pairing and a Reserve day, the domicile break is only nine hours (9:00) from end of debrief to check-in. Scheduling may attempt to contact the Reserve, and if she/he answers the call, the Reserve must accept the assignment; however, the Reserve is not required to answer her/his phone during her/his domicile break, nor responsible to return a phone call to Scheduling if an attempt to contact the Reserve was made during the Reserve's domicile break.

Example of a 12 hour domicile break: If an AM Reserve blocks in at 1700 on an original Reserve day, and she/he has an original Reserve day on the next day, she/he does not have to be available for contact until 0500.

Example of a 9 hour domicile break: If a Flight Attendant blocks in at 2030 (debrief 2100) on a picked up Reserve day, and she/he has an AR/RR the next day, she/he is not required to be available for contact until 0600.

## 16. COMPENSATION

- A. A Reserve Flight Attendant who a) calls in sick on a Reserve day; b) drops or trades a reserve day; or c) is pulled for overlap, will have 6.0 TFP deducted from the Reserve guarantee for each day. A Reserve pulled for overlap will have no more than 6.0 TFP deducted as a result of such overlap. A Flight Attendant who picks up a reserve day and does not fly will be paid 6.0 TFP per day. If a multi-day block is picked up, the minimum compensation for the block of days will be computed by multiplying the number of days in the reserve block by 6.0 TFP. Any Reserve entitled to premium pay will receive straight time toward the guarantee and the premium pay will be compensated above the guarantee except as otherwise stated in this Agreement.
- B. A Reserve who is called and assigned a pairing, reports to work, and there is nothing to fly, will be credited with three (3) TFP. If the Reserve is given an Airport Standby Reserve assignment she/he will receive Airport Standby compensation or call out/no fly compensation, whichever is greater, toward the monthly guarantee, in addition to any TFP flown that day.
- C. For each month of reserve flying, a Flight Attendant will be guaranteed the greater of:
  - 1. Reserve monthly guarantee ranging from 72 to 102 TFP calculated at 6.0 TFP times the number of days scheduled to work on the Reserve bid line (less 6.0 TFP times the number of scheduled Reserve days unavailable for assignment); or
  - 2. The number of TFP actually flown on scheduled reserve days during the bid period.
- D. The Average Daily Guarantee (ADG), Duty Hour Ratio (DHR), and Trip Hour Ratio (THR) RIGS in Article 21 apply to Reserves when flying only.
- E. If the total TFP earned by a Reserve Flight Attendant from trips credited as flown in a Reserve month on scheduled Reserve days meets or exceeds the monthly Reserve guarantee prior to the last day of her/his scheduled Reserve obligation, and the Flight Attendant is not utilized on one or more of the remaining scheduled Reserve day(s), the Flight Attendant will receive three (3.0) TFP for each such remaining Reserve day not utilized.

F. To the extent possible RR, AR, and PR lines will be constructed as follows:

1. A minimum of fifteen percent (15%) of RR, AR, and PR lines will be scheduled with a minimum of thirteen (13) days off in a thirty (30) day month and fourteen (14) days off in a thirty-one (31) day month.
2. A minimum of fifteen percent (15%) of RR, AR, and PR lines will be scheduled with a minimum of fourteen (14) days off in a thirty (30) day month and fifteen (15) days off in a thirty-one (31) day month.
3. A minimum of fifteen percent (15%) of RR, AR, and PR lines will be scheduled with a minimum of fifteen (15) days off in a thirty (30) day month and sixteen (16) days off in a thirty-one (31) day month.
4. A minimum of fifteen percent (15%) of RR, AR, and PR lines will be scheduled with a minimum of sixteen (16) days off in a thirty (30) day month and seventeen (17) days off in a thirty-one (31) day month.
5. A minimum of fifteen percent (15%) of RR, AR, and PR lines will be scheduled with a minimum of seventeen (17) days off in a thirty (30) day month and eighteen (18) days off in a thirty-one (31) day month.

## **17. CANCELLATIONS**

When a Reserve is assigned a pairing and encounters a cancellation, the Reserve will be credited the appropriate TFP for such cancellation for that day. In the event the Reserve is reassigned, she/he will be credited for the TFP flown or canceled that day, whichever is greater.

## **18. CHARTERS/RED EYE/NIGHT FLIGHTS**

If a Reserve is assigned to a Charter, Red Eye or Night Flight the trip assigned must comply with all contractual duty limitations. On the last day of any AR, PR, or RR Reserve block(s), Scheduling will not assign any scheduled or rescheduled flight(s), including, but not limited to, a Charter, Red Eye, or Night Flight, that was originally scheduled to return the Reserve to her/his home domicile past 0259 Local Time (block plus thirty).

## 19. SELF ASSIGNMENT

AR Flight Attendants are entitled to self assign pairings from Open Time originating at or before 0959 Local time beginning at 1800 Local time the day prior. PR Flight Attendants are entitled to self assign pairings from Open Time originating at or after 1000 Local time beginning at 2200 Local time the day prior. Scheduling may begin assigning AR Flight Attendants at 1900 Local time and PR Flight Attendants at 2300 Local time the day prior to the assignment. Ready Reserve Flight Attendants whose RDV is zero or greater will be allowed to self assign designated Airport Standby beginning at 1800 Local time the day prior.

The following restrictions on self assignment will apply:

- A. AR and PR Flight Attendants may only self assign if the number of pairings in Open Time as stated in 12.5.B is exceeded. If the number of pairings in Open Time reaches or drops below the maximum number allowed, self assignment will be discontinued until the maximum number of pairings allowed in Open Time is once again exceeded. This provision only applies before 0300 Local time the day the pairings originate.
- B. Reserve Flight Attendants may only self assign from the domicile in which the Reserve block applies.
- C. A Reserve who self assigns a pairing out of Open Time must choose a pairing that is equal to the number of day(s) for her/his Reserve obligation or days a Flight Attendant chooses to combine. A Reserve will not be allowed to break or split a pairing out of Open Time in order for the pairing to qualify for the Reserve's obligation.
- D. No pairing or Airport Standby may be self assigned with less than two (2:00) hours prior to check-in; however, a Flight Attendant may contact Scheduling to request an assignment with a report time of less than two (2:00) hours.
- E. All self assigned Airport Standby assignments will be in accordance with Paragraph 3.A.5 of this Article.
- F. Scheduling may designate specific pairings that are not available for self assignment.

## **ARTICLE 12**

### **EXCHANGE OF TRIPS**

#### **1. TRADING PRIVILEGES**

A Flight Attendant may trade pairings, reserve days, lines of time, reserve months, vacations, and Recurrent Training (provided such training is performed by the Flight Attendant during the required time limits) with other Flight Attendants or Reserve Flight Attendants. Flight Attendants may trade pairings and vacation weeks an unlimited number of times.

Crew Scheduling will assist Flight Attendants with system-denied trip trades involving overlap illegalities provided the Scheduling work environment permits. Crew Scheduling will determine whether the Scheduling work environment permits the processing of the trip trade at the time the Flight Attendant contacts Crew Scheduling. The pairing being traded must be in the current month. Overlap illegalities must exist on the Flight Attendant's line when the Flight Attendant contacts Crew Scheduling. The Flight Attendant cannot create any additional types of illegalities as a result of the trip trade.

#### **2. COMPUTER/ELECTRONIC/VRU TRIP TRADING SYSTEM**

- A. The Company will develop, implement, and be responsible to maintain in working order electronic means by which a Flight Attendant accesses her/his schedule (including home access). This system will be developed to support bidding and trading to include pairings, reserve days, vacation weeks, and Recurrent Training, as well as trip giveaways, trip pick ups and Open Time pairings.
- B. Scheduled maintenance will not be performed during the initial release of monthly Open Time for all bases. Except in critical situations, the Company will notify the Flight Attendants of scheduled maintenance at least forty-eight (48) hours in advance.
- C. Should the Company's electronic line bidding system have an unforeseen or scheduled outage during any bidding time period that prevents a Flight Attendant(s) from submitting her/his bid in a reasonable manner, the Company will extend the bidding time period by an agreeable time period between the Company and the Union.
- D. When the Scheduling work environment permits and Scheduling has access to the crew tracking system, Scheduling will assist the Flight Attendants in performing trip trade, give away and pickup functions in the event the electronic trip trading system has an unforeseen or scheduled maintenance outage.

- E. When the Scheduling work environment permits, Scheduling will provide assistance to the Flight Attendants identical to the Scheduling Customer Service Desk after the desk closes.
- F. If the electronic trip trading system erroneously allows the Flight Attendant to pick up a pairing with less than the nine (9:00) hours FAR required crew rest from release to report, but more than eight (8:00) hours, the Flight Attendant will have the following options:
  - 1. Have the pairing removed from her/his schedule without compensation, or
  - 2. Fly the pairing as is without additional compensation provided the Flight Attendant has the required ten (10:00) hours compensatory rest the following day.

The above two (2) options will be offered by Scheduling whether the Flight Attendant brings it to the attention of Scheduling or Scheduling brings it to the attention of the Flight Attendant.
- G. For the purpose of trip trade/giveaway, when Scheduling alters a Flight Attendant's pairing for any reason, the Flight Attendant will be notified via an automated message within the computer system. It is up to the Flight Attendant to place the newly numbered pairing back into trip trade/giveaway, should she/he still wish to trip trade/give away the pairing.

### **3. PAIRING TRADES WITH OTHER FLIGHT ATTENDANTS**

- A. Flight Attendants are entitled to unlimited pairing trades with other Flight Attendants. Trip trade/giveaway for the new month will be released at noon Central time on the 19<sup>th</sup> of the current month. Only two (2) Flight Attendants may participate in a pairing trade. Three way trades are not permitted. A pairing previously traded with a Flight Attendant may be given away to another Flight Attendant or traded with another Flight Attendant or Open Time.
- B. Pairing trades will be allowed between Flight Attendants for any domicile.
- C. The trip trade/giveaway bid input screen will display all pairings or Reserve day(s) or block(s) that are available for pick up.
- D. All pairings available for trip trade/giveaway may be picked up or traded until two (2) hours prior to check-in of the first trip involved in the trade.

Only in domicile, after both Flight Attendants check-in, pairing trades will be allowed prior to the required report time at the gate of the first pairing involved in the trade provided the trade does not create duty day, crew rest, or FAR illegalities for either Flight Attendant at the time of the trade.



#### **4. LINE TRADES WITH OTHER FLIGHT ATTENDANTS**

Complete line trades are permitted including line trades between bid line holders and Reserves in the same domicile excluding Job Share(s) and Monthly Release Time Lines. The following trades between Flight Attendants will be allowed under the following circumstances:

- A. Bid line holders (with vacation) may trade with other bid line holders. Bid line holders may trade with a reserve bid position and must turn in the trade by the end of bid line protest. A bid line holder who trades for a reserve bid position will be placed at the reserve seniority number for which they traded. The Flight Attendant that originally bid Reserve will retain credit (\*) for the Reserve Line. This will allow Crew Planning to create the vacation relief lines and reserve seniority list with correct information.
- B. Bid line holders trading with other bid line holders (no vacation involved) have until the end of bid line protest to turn in the trade. Line trades turned in after the end of bid line protest may be approved if the trade does not create an overlap which the Flight Attendant could not fly, or create an FAR illegality.
- C. After reserve bids are awarded, line trades involving Reserves with Reserves and Reserves with bid line holders (no vacation involved) or vacation relief line holders must be made by the last day of the month provided neither line will require an overlap adjustment, create an FAR illegality or contains a vacation.

#### **5. TRADES WITH OPEN TIME**

Flight Attendants are entitled to unlimited trades with Open Time. Open Time will be released at 2200 hours Local time on the 20<sup>th</sup> of the month. A pairing previously traded with Open Time may be given away to another Flight Attendant; traded with another Flight Attendant; or traded with Open Time in the domicile in which the pairing originated. All pairings placed in Open Time must originate and end in the same domicile, and will only be placed in the specified domicile's Open Time. No pairing originating at or before 0959 Local will be self assigned by an AM Reserve prior to 1800 Local and no pairing originating at or after 1000 Local will be self assigned by a PM Reserve prior to 2200 Local. No pairing originating at or before 0959 Local will be assigned by Scheduling to a Reserve prior to 1900 Local for the next day. No pairing originating at or after 1000 Local will be assigned by Scheduling to a Reserve prior to 2300 Local for the next day. For the purpose of trading with Open Time, pairings may be dropped into Open Time until 2300 Local time for all trips originating at or before 0959 Local time the following day, and until 0300 Local time for all trips originating at or after 1000 Local time of the same day. Pick-ups from Open Time will be allowed until two (2:00) hours prior to check-in for the pairing, and trip trades between Flight Attendants will be allowed after check-in as stated in Paragraph 3.D of this Article.

However, pairings applicable to each Open Time deadline may be dropped into Open Time until three (3:00) hours prior to check-in of that pairing provided:

1. The Flight Attendant is accepting a pairing from Open Time that originates on that same day; and,
2. The pairing being taken out of Open Time has the same or a greater number of duty periods as the pairing being traded into Open Time.

The following trades with Open Time will be allowed:

All pairings considered Open Time can be traded within a six and one-half (6.5) TFP difference if the pairings involved in the trade are for an unequal number of days. If the pairings being traded are for an equal number of days there will be no limit on the trip difference. If a Flight Attendant is picking up or trading for more than she/he is giving to Open Time, the trip difference is unlimited. Multi-day pairings listed in Open Time may be broken no more than once a day when the pairing passes through the pairing's home domicile.

- A. A pairing that originates in the current month and carries over into the next month shall be considered an active trip; therefore, it may be picked up in its entirety or broken at any SIP at the Domicile from which the pairing originated, as long as it does not create a new pairing in the new month. After the release of Open Time on the 20<sup>th</sup> of the month, the pairing may create a check-in for the new month.
- B. The maximum number of pairings allowed in Open Time in each domicile on any given day will be based on one (1) pairing for each two hundred (200) Flight Attendants on the domicile seniority list for that month. More than one hundred (100) Flight Attendants will be rounded up to two hundred (200).
- C. Open Time in each domicile will not include any pairings that have been assigned to a Reserve to fly.
- D. Charters will not be counted toward the maximum number of Open Time pairings allowed in each domicile.
- E. All pairings or pieces of pairings that are uncovered including, but not limited to, sick calls, overlap adjustments, DRT's, leaves of absence, and Funeral Leave shall immediately be placed into Open Time and made available to Flight Attendants for pick up or trade as stated in Article 9 of this Agreement. Pairings pulled for Jury Duty will be immediately placed into Open Time. Jury Duty pulls will be treated as stated in Article 15.8 of this Agreement.

## 6. JETWAY TRADES

Flight Attendants will be able to trade from the jetway under the following circumstances:

- A. Both Flight Attendants must be present and notify Scheduling except as stated in Paragraph 1 below. While the Flight Attendants are not required to notify Scheduling within a specific time period before departure, the Flight Attendants must allow sufficient time to process the trade and perform required duties. Should a Flight Attendant receive a no show due to being denied the ability to work a legal jetway trade, the no show will be removed and she/he will retain all record improvement and perfect attendance benefits. If less than five (5) minutes are available before actual departure time, Scheduling will make every effort to process the trade, provided it would not cause a delay of flight.
  - 1. A jetway trade will apply to any leg(s) of a pairing and must encompass the remainder of the pairing involved. The Flight Attendant responsible for the pairing may post the leg(s) for Jetway Trade via electronic means at any time. However, the Jetway Trade will not be processed until both Flight Attendants are present and notify Scheduling.
  - 2. Reserves may jetway trade the day prior to the first day of the Reserve assignment or after release from all Reserve obligations. Reserves must be legal by FAR rest and duty limitations in order for the trade to be processed. Reserve jetway trades will be processed in the same manner as stated in this section.
  - 3. On the last day of a Reserve obligation, a Reserve may give away the last working leg(s) of her/his pairing to another Flight Attendant providing all of the following conditions are met:
    - a. The Reserve is not legal for an additional assignment.
    - b. The Flight Attendant accepting the jetway trade is scheduled as a paid deadhead must-ride on the exact same flight number(s) and is legal to fly according to all FAR duty limitations.
    - c. No additional cost to the Company is incurred.
    - d. All other applicable conditions of Article 12.6 are met.
- B. Both Flight Attendants must be legal by the FAR. If contractually illegal, the Flight Attendant who picks up the leg will receive straight time for the flight.
- C. At the time they call Crew Scheduling, Scheduling must not have a planned reroute for either crew member.

- D. Jetway trades will be paid as follows unless specified otherwise by the Flight Attendant at the time of the jetway trade:
  - 1. The Flight Attendant trading the leg(s) away will retain all applicable RIGs associated with the trip.
  - 2. The Flight Attendant accepting the leg(s) will receive the leg credit(s) only.
- E. The Commuter Policy will apply to Flight Attendants who have accepted a jetway trade as follows:
  - 1. If a Flight Attendant has been awarded a jetway trade and the flight(s) which she/he has jetway traded into would have been a "covered" flight(s) as outlined in Article 33 of this Agreement, the Flight Attendant working the jetway trade will be considered covered under the commuter policy. The Flight Attendant must comply with the check-in requirements for her/his subsequent pairing(s).
  - 2. If a Flight Attendant has been awarded a jetway trade and the flight which she/he has jetway traded into would not have been a "covered" flight as outlined in Article 33 of this Agreement, and the Flight Attendant fails to check-in prior to her/his scheduled report time, such Flight Attendant will be considered a No-Show. If applicable the No-Show policy can and may be utilized as stated in Article 32.11 of this Agreement.

## **7. BREAKING PAIRINGS AND OUT OF BASE PICK UPS**

- A. Flight Attendants may give-away, trade to or pick up any time the aircraft comes through the domicile in which the pairing originated, (i.e. an OAK pairing can be broken anytime it comes through OAK). The Flight Attendant scheduled for the first portion must remain with the aircraft until the relief Flight Attendant or Reserve arrives. If nobody shows, the Flight Attendant will stay with the pairing and receive time and one-half (1.5) for the remainder of the pairing flown.
- B. Flight Attendants may pickup from any crew domicile for the next bid month on the last day of the current bid month. Flight Attendants are responsible for ensuring that sufficient time is allowed to position themselves for the pairing picked up.

## **8. LOSS OF PAIRING TRADES/GIVEAWAYS**

A Flight Attendant will not lose her/his ability to trade or give-away pairings as a form of disciplinary action.

## **9. VACATION TRADES**

Vacations may be traded an unlimited number of times, provided however that the trade must be approved by noon Central Time on the first (1st) day of the month preceding the month in which the slot falls. No vacation slots may be traded between domiciles. Any Vacation slot for which a pairing has been pulled will not be available for trade.

## **10. DOUBLE COVERED PAIRINGS**

A. A double covered pairing is one which has been awarded to two Flight Attendants in the same position either by Scheduling or electronic means. When a double covered pairing occurs, the Company must offer a comparable pairing as well as the awarded pairing to the Flight Attendants. The Flight Attendant who was awarded the pairing first has the first option of the following:

1. Fly the pairing as scheduled;
2. Fly a comparable pairing and receive compensation for the greater of the scheduled or comparable pairing; or
3. Not fly either pairing and receive no compensation. The second Flight Attendant involved in the double covered pairing will have an option of selecting Option 2 or 3 only if the first Flight Attendant opts to fly the pairing as scheduled.

B. A comparable pairing shall be on the same day as the double covered pairing, and may be either an AM or a PM pairing. When comparable pairings are assigned, the hours between the pairings will be as great as the Flight Attendant already allowed her/himself if under twelve (12) hours from block arrival to check-in. If the Flight Attendant has kept her/himself legal, legalities will be honored up to a maximum of twelve (12) hours from block arrival to check-in between pairings.

1. If a double covered pairing is discovered during the current bid month at any time, Scheduling must find a comparable pairing as stated above in Section 10.A. Should a comparable pairing not be offered by 1800 Central time the day prior to departure, the Flight Attendant who is entitled to the comparable pairing will not suffer a loss of pay and will be released from her/his obligation to fly during that time period.
2. If the double covered pairing is not found until check-in, the Flight Attendant will be protected as stated in this Article, paragraphs 10.A.1, 2 and 3 above. Should a comparable pairing not be offered prior to scheduled departure, the Flight Attendant who is entitled to the comparable pairing will not suffer a loss of pay and will be released from her/his obligation to fly during that time period.

- C. After original bid lines are awarded for the new month, if the double covered pairing occurs during the first fifteen (15) days of a new month, Crew Scheduling must offer a comparable pairing no later than forty-eight (48) hours prior to the first day of the new month or the Flight Attendant opting for the comparable pairing will be compensated for the double covered pairing. If the double covered pairing occurs after the fifteenth (15<sup>th</sup>) day of the new month, Crew Scheduling must offer a comparable pairing at least forty-eight (48) hours prior to the sixteenth (16<sup>th</sup>) of the new month or the Flight Attendant will be compensated for the double covered pairing. Should a comparable pairing not be offered, the Flight Attendant who is entitled to the comparable pairing will not suffer a loss of pay and will be released from her/his obligation to fly during that time period.

## **11. PICK UP OF RESERVE DAYS**

- A. Consecutive picked up reserve days will be subject to RON, regardless of how they are picked up.
- B. Reserve blocks or day(s) traded, picked up, or given away will be for the original Reserve designation.

## **12. PAIRING TRADES OR PICKUPS**

- A. Pairing trades or pickups between Flight Attendants as well as pick-ups from Open Time must be submitted at least two (2) hours prior to the check-in of the first trip involved in the trade except as stated in Paragraph 3.D above. Written or electronic notification will be provided to the Flight Attendant on the same day they are approved.
- B. A Flight Attendant may at her/his option pick up additional pairings or Charters that combined do not exceed the FAR maximum duty period from check-in to end of debrief if applicable. The Flight Attendant must allow a minimum of two (2:00) hours block to block between pairings, whether between scheduled flying or Charters to be eligible for the additional pairing or Charter.
- C. Flight Attendants will not be allowed to pick up or trade during the following:
  - 1. Monthly Release Time (MRT)
  - 2. Job Share Line - during the scheduled off section of the month.
  - 3. Daily Release Time (DRT).

### **13. TRADING VJA PAIRINGS**

VJA pairings may be traded and/or given away in accordance with the provisions of this Article. Such trades or giveaways will be compensated as follows:

- A. Flight Attendants who trade VJA pairings for other VJA pairings will receive the VJA premium for the pairing flown. However, Flight Attendants who trade VJA pairings for any pairings other than VJA pairings will not receive the VJA premium for the pairing flown.
- B. VJA pairings traded between Flight Attendants may be broken; however, portions of that VJA pairing(s) traded to another Flight Attendant will not retain the VJA premium. Portions retained by Flight Attendants will be compensated at the VJA premium for the legs flown except as stated in Article 8.2.C.2, but will not be guaranteed 5.0 TFP as stated in Article 9.1.B.
- C. A VJA pairing or portion of a VJA pairing given away to another Flight Attendant will not retain the VJA premium.

## ARTICLE 13

### UNIFORMS

1. Standard uniforms as prescribed by the Company in the Flight Attendant Manual shall be worn by the Flight Attendant at all times while on duty and at such other times as may be required.
2. Each Flight Attendant will bear the cost of the first required uniform and required accessories. A Flight Attendant will maintain her/his uniform in a neat and clean condition at all times.
3. At such time after the Flight Attendant has purchased her/his first uniform that the Company elects to completely or partially change to a new uniform, the Company, at its expense, shall provide Flight Attendants with new replacement required uniform pieces and any required accessories. The Company will provide size specific uniform items in all standard sizes in Flight Attendant Bases for Flight Attendants to try on when the new uniform item is made available for purchase.
4. Probationary Flight Attendants will be credited with \$100.00 in their Uniform Accounts upon completion of probation. This Uniform Account is to be used to replace Company required uniform pieces and accessories and to purchase any additional uniform pieces the Flight Attendant chooses and to pay for shipping thereof. All Flight Attendants will receive an additional credit to their Uniform Accounts on the first day of the month of their Flight Attendant hire date anniversary month occurring after Date of Ratification in the following amounts:

First Flight Attendant hire date anniversary month after Date of Ratification	\$250.00
Second Flight Attendant hire date anniversary month after Date of Ratification	\$275.00
Third and Subsequent Flight Attendant hire date anniversaries month after Date of Ratification	\$300.00

Flight Attendants may accrue up to \$500.00 in the Uniform Account if unused. This account is not refundable to the Flight Attendant upon termination of employment. If any part of the required uniform or required accessories is changed or added to during the life of the then current uniform, such item will be paid for by the Company.

5. The Company will furnish insignias required to be worn by the Flight Attendants.
6. Materials used in all Flight Attendant uniforms will conform to the Class 1 requirements of the Federal Flammable Fabrics Act and the regulations promulgated thereunder.



7. The Union will be given notice of the Company's intent to change the required uniform or any portion thereof at least thirty (30) days prior to the change of the required uniform. The Company will consult with the uniform committee and consider their recommendations before making any change in the style, color or material of the uniform. In addition, the Company will consider the recommendations of the Union Safety Committee chairperson in regard to materials available, including applicable FAA or NTSB flammability standards. The uniform committee will continue to have a minimum of one (1) Union designated Member.
8. If a Flight Attendant is medically proven to be allergic to the materials used in the required uniform, the Company will attempt to identify and provide uniforms constructed of an alternate material that will not cause an allergic reaction. If the Company is not able to provide an alternative uniform, the Flight Attendant may purchase the approved uniform pieces(s) comparable in style and price to the uniform pieces(s) prescribed or furnished by the Company and be reimbursed with proof of purchase. All costs associated with any alternative uniform pieces(s) purchased after the first required uniform will be deducted from the Flight Attendant's Uniform Account.
9. If footwear of a particular style and brand is prescribed or furnished by the Company and is proven to be injurious to the foot or is uncomfortable to the individual Flight Attendant, she/he may purchase approved footwear comparable in style and price to the footwear prescribed or furnished by the Company and be reimbursed with proof of purchase.
10. To be entitled to replacement of Company issued luggage, the Flight Attendant must turn in the luggage to be replaced.
11. The Company will loan Flight Attendants three (3) maternity uniforms which must be returned in usable condition, cleaned and pressed, within thirty (30) days after the Flight Attendant goes on maternity leave.
12. In the event that a Flight Attendant's Company-issued luggage is stolen from the aircraft while on duty or from the crew hotel room, the Company will, at the Company's expense, replace the stolen luggage, required uniform items and Company-required accessories, provided documentation satisfactory to the Company is provided, including police reports for luggage stolen from the crew hotel. If the contents of the stolen luggage includes the Flight Attendant's Manual, the Company will replace the Manual at no cost to the Flight Attendant.
13. The Company will loan Flight Attendants uniform pieces for emergency purposes only. These uniform pieces in all graduated sizes and two (2) lengths will be available in all the Flight Attendant lounges at all times.
14. For those uniform pieces, which are required, the Company will provide these uniform pieces in a minimum of three (3) different lengths.

15. The Company will ensure that current Uniform Account balances will be made readily available to the Flight Attendants and any discrepancies will be resolved in a timely manner.
16. If available through the uniform vendor, the Company will provide all size specific uniforms for women and men in standard and tall sizes. The price difference between standard and tall sizes will be the same for women and men.

## **ARTICLE 14**

### **VACATIONS**

#### **1. COMPUTING VACATION**

A Flight Attendant will be entitled to and will receive vacations with pay as follows:

- A. Employment begins with the first day a Flight Attendant is placed on the Company payroll. A Flight Attendant, who as of December 31 of any year, has had less than one (1) calendar year of employment with the Company will be entitled to a vacation on the basis of one and one-sixth (1 1/6) days for each month of employment, rounded to the nearest full day.
- B. Vacation days will accrue at the following rate:
  - 1. As of December 31 of any year, a Flight Attendant who has had one (1) year or more of employment, but less than five (5) years, will receive fourteen (14) days.
  - 2. As of December 31 of any year, a Flight Attendant who has had five (5) years or more of employment, but less than ten (10) years, will receive twenty-one (21) days.
  - 3. As of December 31 of any year, a Flight Attendant who has had ten (10) years or more of employment, but less than eighteen (18) years, will receive twenty-eight (28) days.
  - 4. As of December 31 of any year, a Flight Attendant who has had eighteen (18) years or more of employment will receive thirty-five (35) days.
- C. For purposes of computing vacation, fifteen (15) days or more of employment in a calendar month will be considered a full month and less than fifteen (15) days will not be considered a full month.
- D. Floating Vacations: A Flight Attendant with three (3) weeks or more vacation is allowed to take one (1) week as a floating vacation. A Flight Attendant will notify Inflight Crew Planning she/he is designating a week of vacation as a floating week no later than the last round of vacation bids. A floating vacation week will pay 26.25 TFP (straight pay) regardless of TFP pulled.

## **2. VACATION NOTICE AND BIDDING**

- A. During the first week of July of each year, the list of available vacation slots will be posted via electronic means. Flight Attendants will be given fifteen (15) days in which to bid for available vacation slots during the first round, and seven (7) days in each round thereafter. Vacation slots will be granted on a seniority basis. Flight Attendants not bidding or who have not designated a floating vacation week will be assigned a vacation slot after the last round of vacation bids is awarded. Open vacation slots will be posted and released for trade into Vacation Open Time by noon central time during the first week of November each year.
- B. Vacation bidding for all domiciles will open and close at noon central time and will be posted by noon central time.
- C. Vacations may be traded an unlimited number of times, provided however that the trade must be approved by the 1st day of the month preceding the month in which the slot falls. No vacation slots may be traded between domiciles. Any vacation slots for which a pairing has been pulled will not be available for trade.
- D. Vacations shall not be cumulative and a vacation to which a Flight Attendant becomes entitled on December 31 of any year shall be forfeited unless taken during the following calendar year. However, a Flight Attendant may be requested by the Company to forego her/his vacation if such request is in writing and agreed to by the affected Flight Attendant. In such event, the Flight Attendant shall be paid double, with vacation time to be taken later in the year at the Flight Attendant's choosing or accumulated to be used during the succeeding year. If, due to error by the Company, the Flight Attendant is not given accrued vacation to which she/he is entitled, such Flight Attendant shall be deemed to have been requested by the Company to forego her/his vacation and will be treated accordingly.
- E. Flight Attendants with two (2) weeks or more vacation may split vacation into increments of not less than seven (7) days. Any Flight Attendant splitting fourteen (14) days or more will receive their first two (2) choices in order of seniority. Splits will be designated on the lead bid sheet. Any Flight Attendant splitting their vacation into more than two (2) segments will bid the remaining slots after all other slots have been awarded.
- F. There will be available vacation slots in all fifty-two (52) weeks of the year. The percentage of available slots will vary during the thirty (30) day months. The start dates for vacation slots will vary during the month.
- G. No vacation slots may be traded between domiciles.

### 3. **FLOATING VACATION**

#### A. Bidding and using a floating week:

1. Planning will post all available weekly floating vacation slots. No less than one (1) slot per week will be made available, except for the period incorporating Thanksgiving Day and the last two (2) vacation weeks of December, which are black out periods. In domiciles with two hundred (200) or more bid lines, two (2) slots per week will be made available.
2. Flight Attendants with floating vacation available may bid an available seven (7) day vacation slot in their respective domicile prior to the posting of monthly bids. Such available vacation slots shall be posted by noon Central Time two days prior to the last day of the month and will close at noon (Central time) on the last day of the month (for the bid period after the following month).

For example, vacation slots for June will be posted by noon Central Time on April 28<sup>th</sup> and will close at noon Central Time on April 30<sup>th</sup>.

3. Floating vacation slots will be awarded in order of seniority no later than noon (central time) on the 1st of the month (for the following month) prior to monthly bids being posted.
4. After the Flight Attendant's monthly bid award is final, the Flight Attendant will drop the pairing within the floating week. A pairing may not be split. If the vacation slot overlaps only one (1) pairing this will then require a shift of the vacation in order to encompass the complete pairing. If the vacation slot overlaps more than one (1) pairing, the shift would be made as to drop the pairing with the least number of pay trips. If a Flight Attendant is unsuccessful in bidding a floating vacation week she/he may bid again in later bid periods that calendar year.
5. The Flight Attendant has the option to turn in her/his floating vacation for pay only at any point during the calendar year prior to being awarded a specific floating vacation slot. If Inflight Crew Payroll is notified at least ten (10) days before payday, such floating vacation pay will be included in the next paycheck.
6. A floating vacation cannot be taken in a Reserve month.
7. A floating vacation not taken in the calendar year will be paid on the last pay check of that year.

#### B. No floating vacation slots may be traded between domiciles.

#### 4. **VACATION PAY**

- A. A Flight Attendant, while on vacation, shall be paid for all trips lost from her/his bid line, or three and three quarter (3.75) standard trips per day, whichever is greater. Pay shall be at the Flight Attendant's applicable trip rate at her/his current bid month and bid position.
- B. Flight Attendants may request early vacation pay. The request must be made at least seven (7) days before vacation. Scheduled vacation days must fall on a payday (5<sup>th</sup>/20<sup>th</sup>) before a Flight Attendant may request an early check. The check that will be issued early will be the proper check for that pay period. If scheduled vacation does not fall on a payday, no early check will be issued.

#### 5. **VACATION PROCEDURES**

- A. A Flight Attendant with five (5) days or less vacation may slide her/his vacation so that her/his vacation will begin on the first scheduled working day after any day or days off that may fall during her/his scheduled vacation.
- B. The Flight Attendant may fly the entire pairing and drop her/his vacation down equivalent to the amount of days the Flight Attendant flew into her/his scheduled vacation.
- C. When a pairing overlaps the beginning of a vacation period and the Flight Attendant does not choose to drop her/his vacation down to fly the entire pairing, or when a pairing overlaps the end of a vacation period, the following will apply:
  - 1. A Flight Attendant may choose not to fly any of the pairing, and be paid for trips on vacation days only; or
  - 2. A Flight Attendant may choose to fly the pairing overlapping the beginning of her/his vacation period, and the following will apply:
    - a. A Flight Attendant must be scheduled to return to her/his domicile by 2400 hours the day prior to her/his vacation beginning.
    - b. All trips passing through the domicile after 1800 hours and for the last time prior to the RON will be broken in order to recover the Flight Attendant.
    - c. Pairings which do not pass through the domicile after 1800 hours will be broken prior to 1800 hours (domicile time), in order to facilitate timely recovery of each Flight Attendant to her/his domicile by 2400 hours on the day prior to her/his vacation beginning. All trips lost by the above procedure will be paid by the Company. Deadheads will not be paid, unless they are part of a bid pairing.

- d. Vacation commences at 0000 Local Time on the first day of the vacation until 2359 Local Time on the last day of vacation. The Company will not schedule a Flight Attendant more than twelve and one-half (12½) hours for vacation recovery to home domicile. A Flight Attendant that arrives back to her/his domicile after 2400 hours will receive another day of vacation which will be added at the end of the vacation block.

This clarification of policy is for vacation purposes only and will not apply to any other article of the contract.

- 3. If the Flight Attendant has a pairing beginning during her/his vacation that flies into the days past the scheduled vacation time the Flight Attendant:
  - a. is not responsible for picking up the remainder of the pairing and will not be paid for the remainder of that pairing; or
  - b. may pick up the remainder of the pairing and the following will apply:
    - i. If there is a SIP on the first day following the vacation, the Flight Attendant will be allowed to pick up the pairing at the SIP and will be paid for the entire pairing.
    - ii. If there is no SIP on the first day following the vacation, the Flight Attendant will be allowed to pick up her/his bid line at the earliest possible point staying within all duty limitations and be paid for the entire pairing. The Flight Attendant may elect to waive contractual duty limitations. All trips lost by the above procedures will be paid by the Company. Deadheads will not be paid, unless they are part of a bid pairing.

## 6. **GENERAL**

- A. A Flight Attendant may pick up from other Flight Attendants or Open Time during vacation. She/he may fly such trips during her/his vacation as well as utilize her/his trip trading and give away privileges with other Flight Attendants and Open Time during vacation.
- B. Any Flight Attendant taking vacation which interferes with recurrent training will reschedule recurrent training in order to stay legal.

- C. A Flight Attendant who has been employed by the Company for six (6) months or more and resigns with two (2) weeks or more notice or is furloughed by the Company due to reduction in force shall receive pay at her/his applicable rate as of such date for all vacation accrued and unused to the date of resignation or furlough.
- D. A Flight Attendant awarded a vacation slot which includes the week(s) of Thanksgiving and/or the last two (2) weeks of December, must be based in the domicile in which such vacation slots are awarded for at least six (6) consecutive months immediately preceding, or six (6) months immediately after being awarded such vacation slots, in order to voluntarily transfer such vacation slots to an existing domicile. If a Flight Attendant voluntarily transfers to an existing domicile and could not have held a vacation slot which includes the week(s) of Thanksgiving and/or the last two (2) weeks of December in the new domicile or does not meet the previous criteria, she/he will forfeit such vacation slots, and must choose vacation slots from vacation Open Time in the domicile to which she/he voluntarily transfers. Such forfeited vacation slots will go into vacation Open Time in the domicile in which the slots were forfeited. If there are no available vacation slots to make up for the forfeited vacation slots, she/he will be paid 26.25 TFP for each week of vacation forfeited on the last paycheck of the year. A Flight Attendant awarded a vacation slot which includes the week(s) of Thanksgiving and/or the last two (2) weeks of December, may voluntarily, or involuntarily transfer such vacation slots to a newly established domicile. (See following chart.)

In Base From	In Base Until	<b>OR</b>	In Base From	In Base Until
January 1	June 30		July 1	December 31

- E. All vacation slots vacated due to a leave of absence will be placed into vacation Open Time in the domicile in which the slot was vacated. A vacation slot will not be deemed to be vacated unless the Flight Attendant has been paid for it.



## **ARTICLE 15**

### **LEAVE OF ABSENCE**

#### **1. LEAVE DURATION AND SENIORITY**

When the requirements of the service permit, a Flight Attendant may upon proper application to the Company, be granted a leave of absence for a period not in excess of ninety (90) days. Such period may be extended for additional periods not to exceed ninety (90) days each. If the Company, in its sole discretion, grants a leave of absence for educational purposes and later elects not to grant a requested extension of such leave, then such leave shall be terminated at the conclusion of the current quarter or semester, whichever is appropriate. Requests for leave of absence or extensions thereof and approvals by the Company shall be in writing. A Flight Attendant granted a leave of absence (including a probationary Flight Attendant) shall retain and continue to accrue seniority during the first ninety (90) days of such leave of absence. For leaves of absence in excess of ninety (90) days, seniority shall be retained but not accrued except where the leave of absence has been granted because of sickness, injury or special assignment of the Company, in which case seniority shall accrue during the entire period of leave for sickness or injury except that in no case shall a leave for sickness or injury exceed a total continuous period of one (1) year unless extended by consent of the Company, in which case it may not exceed a total continuous period of four (4) years. Once a Flight Attendant returns to work from a leave for sickness or injury, any subsequent leave, regardless of the diagnosis, will be considered a separate leave. A Flight Attendant may use her/his accrued sick leave for any leave or extension thereof taken on account of sickness or injury.

#### **2. MEDICAL LEAVE REQUEST**

A Flight Attendant will be given a medical leave of absence for physical or mental reasons when the employee submits a written request for such leave to the Company accompanied by a statement from a qualified physician recommending such leave. Such physician's statement shall contain a sufficient description of the reason for the leave to enable the Company to determine the necessity for the leave. The Company retains the right to require a medical examination by a doctor of the Company's choosing and to invoke the provisions of Article 17 of this Agreement in which event the provisions of that Article will be binding. The Company's action granting or denying the requested leave shall be noted on the request.

### 3. **MEDICAL LEAVE DUE TO PREGNANCY**

- A. Any Flight Attendant who becomes pregnant shall notify her supervisor and present a medical certificate confirming the pregnancy, expected date of delivery, and containing an authorization for the Flight Attendant to continue to work, within fourteen (14) days of learning of her condition. A Flight Attendant cannot continue to work unless she furnishes the Company with medical authorization every thirty (30) days on a form supplied by the Company. Whenever such Flight Attendant's Doctor will not provide the required medical authorization, the Flight Attendant can request maternity leave, but cannot continue to work. When maternity leave is requested, such leave will be granted until such time as the disability caused by the pregnancy is no longer present, except for extraordinary circumstances for a period not to extend more than one hundred twenty (120) days after termination of the pregnancy. During such period she will retain and continue to accrue seniority. Her accrued sick leave may be used for maternity leave. In the event a Flight Attendant exhausts her sick leave during maternity leave, she will be entitled to use accrued vacation during such leave.
- B. A Flight Attendant shall notify the Company in writing of the termination of her pregnancy within fourteen (14) days and of her expected date of return to active service within thirty (30) days after termination of pregnancy. If a Flight Attendant is unable to return to active service because of certified, bona fide medical incapacitation, she shall be entitled to receive a medical leave of absence under the provisions of paragraph 2 of this Article 15.
- C. Post-Maternity Leave of Absence: In the absence of a bona fide medical incapacitation, when the requirements of the Company permit, a Flight Attendant on maternity leave, upon the expiration of such maternity leave may be entitled to receive up to an additional 90 days of post-maternity leave of absence after the baby is born without losing her seniority or insurance coverage.

### 4. **CONTINUATION OF GROUP HEALTH COVERAGE**

Group health insurance benefits during sickness, injury, or pregnancy leave shall continue for a period of time equal to accrued unused sick leave (converted to days) plus accrued unused vacation plus one hundred twenty (120) days beginning the last day actively worked. Accrued unused sick leave will be converted to days by dividing the Flight Attendant's accrued unused sick trips for pay by ninety (90), and multiply the resultant figure by thirty (30). For continuation of Group Health Coverage benefits as a result of OJI, see Article 16 of this Agreement.

## 5. **PARENTAL LEAVE**

Except for those Flight Attendants who qualify for Medical Leave due to Pregnancy, a Flight Attendant that 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 her/his home will be granted a leave of absence for a period not to exceed twelve (12) weeks and shall retain and accrue seniority during such leave and shall not lose insurance coverage. The Flight Attendant has the option to use her/his sick leave or vacation pay during this leave. The leave must be taken within fourteen (14) days from the date the child begins living in the Flight Attendant's home. Any applicable federal, state, or local leaves will run concurrently.

## 6. **FMLA LEAVE**

Flight Attendants shall be afforded the provisions of the Family and Medical Leave Act of 1993 as those provisions apply to Southwest Airlines. The Company has promulgated a corporate policy pursuant to the Act covering its employees, including Flight Attendants. This policy will be updated to stay current with any changes in federal law.

- A. A Flight Attendant is eligible for FMLA if she/he has been employed by the Company for at least twelve (12) months and has a minimum of 720 duty hours in the preceding twelve (12) months. The FMLA eligibility calculation is based on each work day from scheduled check-in to debrief in a rolling twelve (12) month period; including, but not limited to, Airport Standby, Vacation (calculated at 13.8 duty hours per week), Training, Company Convenience, Company paid Special Assignment or Local Union Leave. A Reserve who is obligated for Reserve duty and is not called out, will be credited for 5.72 duty hours for each day of her/his Reserve block(s). If the FMLA is amended, the parties will agree upon a new method for eligibility calculation.
- B. When it is known to the Company that a Flight Attendant has been absent from work for more than three (3) consecutive days due to injury or illness, the Company will give notice of FMLA eligibility to the eligible Flight Attendant within two (2) business days via electronic means. Thereafter, it is the Flight Attendant's responsibility to complete the application for FMLA leave. If it is found within two (2) years of the absence that the Flight Attendant was not given notice of FMLA eligibility, and the Flight Attendant would have otherwise been entitled to FMLA leave, and she/he incurs disciplinary action including, but not limited to, termination, the Flight Attendant will have an opportunity to provide appropriate paperwork to satisfy FMLA application to reverse the discipline.

- C. The Company or third party administrator will respond to a Flight Attendant in writing with confirmed delivery, to include Company email, within seven (7) business days from the date the Flight Attendant submitted her/his FMLA application. The response will include whether the Flight Attendant has been approved or a detailed reason for any delay in processing the application. The Flight Attendant will be responsible for reporting sick under Article 32 of this Agreement for intermittent FMLA leave. In those cases where application for continuous FMLA leave is pending, the Flight Attendant may report ill or injured for the period of time specified in her/his application.

## **7. FUNERAL LEAVE**

The Company will grant to Flight Attendants four (4) days leave of absence with pay at the Flight Attendant's regular rate of pay for bereavement. Members of the immediate family shall consist of Mother, Father, Step Mother, Step Father, Grandmother, Grandfather, Wife, Husband, Committed Partner or Registered Partner (as defined and recognized by the Benefits Department hereinafter referred to as the "Committed Partner"), Son, Daughter, Brother, Sister, Mother-in-Law, Father-in-Law, step children, grandchildren, and Committed Partner's parents and children. If additional days are required, such days may be deducted from the Flight Attendant's vacation allowance. In the event of death of the Flight Attendant's Spouse, Committed Partner, Child, Mother or Father, the Flight Attendant may utilize up to (4) accrued sick days as additional leave. If sick days are utilized for this purpose, it shall not constitute a chargeable occurrence under the Attendance Policy.

## **8. JURY DUTY LEAVE**

- A. The Company should be notified by a Flight Attendant of any impending Jury Duty as soon as possible. If the Flight Attendant does serve on Jury Duty, she/he will be paid for trips actually scheduled and missed. If a Reserve Flight Attendant does serve on Jury Duty, she/he will be credited for six (6.0) TFP for each day of Reserve actually scheduled and missed. The Flight Attendant will furnish written proof of the time served on Jury Duty.
- B. The Company may either pull an entire pairing or a portion of a pairing for Jury Duty based on the Jury Duty obligation. Such pairings or portions of pairings pulled for Jury Duty will be immediately placed in Open Time.
- C. If a Flight Attendant is released from Jury Duty prior to the end of a scheduled pairing, she/he shall immediately notify Scheduling for purposes of recovering the pairing. If agreeable to the Flight Attendant, Scheduling may assign the Flight Attendant in one (1) of the following manners:

1. Assign the Flight Attendant to recover her/his pairing in a timely and cost efficient manner (unless the pairing has been assigned to a line holding Flight Attendant from VJA or Open Time);
2. Assign the Flight Attendant another pairing. The Flight Attendant will be paid for the pairing actually flown or the pairing pulled, whichever is greater;
3. Allow the Flight Attendant to sit Reserve for the remaining day(s) of his/her scheduled pairing with guaranteed Reserve pay of 6.0 TFP a day (the Flight Attendant must be available for a full day of Reserve duty); or

If the Flight Attendant does not agree to the forgoing, the Flight Attendant will remain off duty for the remainder of the pairing at no pay and this will not affect Record Improvement or Perfect Attendance as outlined in Article 32 of this Agreement.

## **9. MILITARY LEAVE**

- A. Flight Attendants obligated to take short term military leave (such as weekend duty or two weeks' active duty) because of commitments to either the military Reserves or the National Guard will make every attempt to trade or give away pairings or training that conflict with military service. All TFP or training that are pulled due to unsuccessful trading or giveaway will be pulled as a Military Leave without pay.
- B. During any quarter in which a Flight Attendant has active service with the Company, record improvement under the Attendance Policy will proceed as if no time for Military Leave from the job had occurred. Flight Attendant/Military Personnel will be allowed to bank points during the leave.
- C. The Military Leave Policy for Flight Attendants will be updated to stay current with any changes in federal law.
- D. For a period of military leave in excess of thirty (30) days, if a Flight Attendant's military pay is less than her/his pay as a Flight Attendant, the Company will allow the Flight Attendant to be paid out of her/his Sick Leave Bank up to the amount the Flight Attendant was earning as a Flight Attendant. Per Diem will not be calculated in the Flight Attendant's salary. The Flight Attendant pay will be based on the OJI formula as stated in Article 16 of this Agreement.

## **10. UNION LEAVE**

Upon request by the Union President or her/his designee, a Flight Attendant will be granted a leave of absence to accept a full-time position with the Union (Local or International) and shall continue to accrue seniority during such leave. A Flight Attendant on Union Leave will be considered an active Employee and will retain all Company benefits and privileges.

11. **GENERAL**

- A. A Flight Attendant will receive a seven (7) scheduled working day leave of absence with pay if she/he is subjected to a hijacking, sabotage, act of terrorism, or war, or is involved in an aircraft accident requiring emergency evacuation where the slide is deployed.
- B. Vacation days will continue to accrue for up to one year during leaves of absence except in the case of personal leaves of absence in which case vacation days will accrue only for the first ninety (90) days of such leave; provided, however, that vacation days accrued during a leave of absence may not be paid or taken until the Flight Attendant has returned to active service.
- C. Failure of a Flight Attendant to return to active service at the end of any leave of absence or extension thereof shall be deemed a voluntary termination of employment.

## ARTICLE 16

### SICK LEAVE/ON THE JOB INJURY

#### 1. SICK LEAVE

- A. A Flight Attendant will accrue one (1) TFP sick leave for each ten (10) TFPs for pay flown or credited during the month. Sick leave will not be accrued on trips credited for sick leave.
- B. A Flight Attendant with perfect attendance during the month of December will accrue sick leave at 1.5 times the normal rate for that month. (e.g. If a Flight Attendant flies 100 trips during December she/he will be credited with 15 trips.)
- C. A Flight Attendant may accrue but not take any sick leave during the first six months of employment.
- D. A Flight Attendant holding a regular line will be charged on a TFP basis for each day of scheduled flying for which she/he fails to perform as a result of illness or injury.
- E. A Flight Attendant holding a reserve line for the month will be paid at six (6.0) TFP per day from the Flight Attendant's sick leave bank for each day she/he is unavailable for duty on a reserve day on account of illness or non-related job injury, continuing to but not including the day she/he is cleared for duty. A reserve Flight Attendant who calls in sick on a reserve day or trades away a reserve day will have six (6.0) TFP deducted from the reserve guarantee for each day. The new guarantee reflects what the reserve Flight Attendant will be guaranteed for the remaining portion of her/his reserve month, excluding sick leave paid.
- F. Pay for sick leave will be based on the Flight Attendant's appropriate trip pay. Sick leave will not be paid for accepted pairings not flown during scheduled vacation days.
- G. Unused sick leave will continue to accumulate up to a maximum of 2400 TFP until a Flight Attendant terminates. Sick leave is not payable upon termination of employment. Upon termination of employment, if the Flight Attendant is at least 61½ years of age and has ten (10) years of service, or age 60 with at least twelve (12) years of service, the Flight Attendant may trade accrued sick leave for continued medical coverage under any coverage option under the Flexible Benefits portion of the Health Plan at the rate of one month of coverage for each sixteen (16) TFP accrued, or under Medical Plan C and Basic Dental at the rate of one month of coverage for each twelve (12) TFP accrued until all accrued sick

leave is exhausted or until age sixty-five (65), whichever occurs first. If the Flight Attendant meets the eligibility requirements of this paragraph, but does not have sufficient sick leave to purchase coverage to age 65, the Flight Attendant may purchase coverage to age 65 under Medical Plan C and Basic Dental through the payment of premiums equal to the COBRA rate applicable to Employees generally. If a retired Flight Attendant covered by this paragraph dies before age 65, her/his surviving spouse, committed partner (as defined and recognized by the Benefits Department hereinafter referred to as the "Committed Partner"), and/or eligible dependents may continue coverage as provided herein until the earlier of (i) the date the retired Employee would have reached age 65; (ii) the date the surviving spouse or committed partner reaches age 65; or (iii) the date the surviving spouse or committed partner or eligible dependent ceases to be eligible as defined in the Plan.

- H. A covered Employee retiring at or after Age 55, with at least 15 years of credited service in a classification covered by this Agreement and at least 720 TFPs of sick leave available, will be permitted to:
  - 1. Utilize any provision of the current contract for which they are eligible; or
  - 2. Elect to be covered by Medical Plan C and Basic Dental for the entire duration of retirement coverage to Age 65, in which case the covered Employee may trade unused credited sick leave for continued medical coverage at the rate of one month's coverage for each 12 TFP of sick leave accrued. If the covered Employee elects this option, but does not have enough credited sick leave to cover the entire period of retirement to Age 65, the covered Employee may purchase continued health care coverage by payment of the age-banded actuarial cost of coverage for Medical Plan C and Basic Dental. The employee may choose to take, or not to take, Basic Dental. If a retired Flight Attendant covered by this paragraph dies before age 65, her/his surviving spouse or committed partner and/or eligible dependents may continue coverage as provided herein until the earlier of (i) the date the retired Employee would have reached age 65; (ii) the date the surviving spouse or committed partner reaches age 65; or (iii) the date the surviving spouse or committed partner or eligible dependent ceases to be eligible as defined in the Plan.
- I. Upon reaching age 65 a retiring Flight Attendant purchasing health care coverage under this section, with remaining credited sick leave may elect to trade unused credited sick leave for continued coverage under Medical Plan C and Basic Dental for a spouse or committed partner under age 65 at the rate prescribed in H.2. above. If the retired Flight Attendant who retired at age 60 with at least 12 years of service or after age 61½ with 10 years of service, or retired at or after age 55 with at least 15 years of service, has used all sick leave, coverage



may be purchased for the younger spouse or committed partner at the age banded actuarial cost of coverage of Medical Plan C and Basic Dental. Coverage will end the earlier of (i) the spouse's or committed partner's 65<sup>th</sup> birthday; or (ii) the date the surviving spouse or committed partner ceases to be eligible as defined in the Plan. The Employee or Spouse or committed partner choosing to purchase Medical Plan C may choose to take, or not take Basic Dental.

- J. The Company shall maintain a current record of sick leave credits and withdrawals for each Flight Attendant. Such record shall be made available to the individual Flight Attendant via electronic means or paper upon request. A Flight Attendant may view her/his Sick Leave bank report which will be kept in the Supervisor's office. These reports will remain for a period of one (1) year on a rotating basis. Flight Attendants will be able to check the amount of trips paid and sick leave accrued for any month. If a Flight Attendant does not agree with the amount she/he will be given a complete accounting of her/his sick leave bank.
- K. During a leave of absence, other than OJI, in excess of thirty (30) days, granted to a Flight Attendant, sick leave will continue to accrue at a rate of seven (7.0) TFP per month for a period not to exceed ninety (90) days. A Flight Attendant on OJI will continue to accrue sick leave during the salary continuation period as in 1A. above.
- L. A Flight Attendant laid off due to reduction of force shall retain sick leave accrued prior to lay-off in the event of recall.

## **2. OJI**

- A. During a Flight Attendant's absence due to an occupational illness or injury compensable under the applicable Workers Compensation Law, or an alternative program of medical and indemnity benefits adopted by the Company in lieu of the Workers Compensation program, she/he shall receive the following benefits from the Company:
  - 1. For the first fifteen (15) calendar weeks absent, the difference between her/his base pay and Workers Compensation payments or payments under the alternative program adopted in lieu of Workers Compensation. The base rate for the purpose of establishing such payments will be determined by adding together the trip pay (including vacation, sick pay, and any premium pay) earned for the 13 weeks of active duty immediately preceding the date of injury, excluding bonus payments, per diem payments or any other payment. Following is a list of items that will not be included in the calculation of the Flight Attendant's salary continuation: Workers compensation payments, weeks without trips due to the Flight Attendant's original schedule, medical leaves or sick leave without

compensation, and personal leaves without pay; however, weeks without compensation due to 'give aways' will count in the averaging (See example below). The sum of the 13 weeks pay shall be divided by 13 and the result will be the base rate.

Employees working less than 13 weeks preceding the date of injury will have the base rate established by adding together all trip pay earned for the total number of weeks worked preceding the date of injury. The sum of the wages shall be divided by the total number of weeks worked and the result will be the base rate. For example: if a Flight Attendant's thirteen (13) week average includes:

Two (2) weeks of Salary Continuation

One (1) week of given away trips

One (1) week of no trips scheduled

One (1) week of medical leave or sick leave without sick leave pay

One (1) week personal leave without pay

The Flight Attendant's thirteen (13) week average will be reduced and divided by eight (8) instead of thirteen (13) to achieve the average.

2. In the event a Flight Attendant is absent for an occupational illness or injury due to a hijacking, Act of War, or act of terrorism that results in loss of life or serious bodily injury, or crash landing, aircraft incident, or severe turbulence that results in damage to the aircraft or loss of life, the maximum period of salary continuation described in §2.A.1 above shall be extended to 26 weeks.
3. At the conclusion of the period referred to in 1 and 2 above, a disabled Flight Attendant may, at her/his option, draw upon accrued sick leave up to the extent of her/his accrual to make up the difference between her/his base rate and the payment received from Workers Compensation or the alternative program adopted in lieu of Workers Compensation. Corresponding deductions will be made from the Flight Attendant's available sick leave accrual. A Flight Attendant(s) on OJI who has completed fifteen (15) weeks of salary continuation and requests trips from her/his available sick leave bank will be treated as follows:

The Salary continuation worksheet will include the indemnity amount. The indemnity amount will be subtracted from the base rate. The resulting amount establishes the dollars that may be taken from the sick leave bank. (The dollars are converted into TFP by dividing the leftover amount

by the Flight Attendant's trip rate.) If the Flight Attendant has received a raise during the salary continuation period, the dollar amount will be divided by the higher trip rate.

4. When a Flight Attendant's vacation overlaps with a Workers Compensation Leave, the following options will be made available to the Flight Attendant:
  - a. Where applicable, Flight Attendants who have a vacation and Workers Compensation at the same time may trade her/his vacation(s) as stated in Article 12.9 of this Agreement; leave the vacation as scheduled and be paid for the vacation over and above any Workers Compensation payments; or have the vacation moved to the release date of the Workers Compensation Leave.
  - b. To trade the vacation, as stated in Article 12.9 of this Agreement, the Flight Attendant(s) must complete the trade online.
  - c. A Flight Attendant with a line of time, in which the vacation pay has previously been established, will be compensated the pay for vacation(s) as scheduled.
  - d. When a Flight Attendant on OJI has not bid a line of time and has vacation which overlaps with her/his OJI leave, she/he may elect to:
    1. Be compensated for the vacation; or
    2. Move the vacation to begin the first day after she/he is released to full active status without restrictions.

The Flight Attendant(s) will be compensated with a minimum of 34 TFP in 'A' position for the vacations taken during the leave or moved to the end of the leave. A Flight Attendant(s) may elect to move or take the vacation pay using the Workers Compensation Vacation Pay Form, which will be supplied to the Flight Attendant(s) with the Workers Compensation Checklist. The Forms must be submitted to Inflight Scheduling Audit no later than the 1st of the month prior to the vacation, unless there are extenuating circumstances and no later than the first day of the vacation.

5. All vacations must be taken in the year in which they are awarded. Any unused vacation time as of December 31<sup>st</sup> of that year will be paid.
6. These benefits shall be in lieu of any other payment provided for in this Article for all absence due to the same illness or injury.

- B. Payment under §2.A.1. and 2 above will commence upon a determination by the Company, its insurer, or an appropriate governmental body or court through a final nonappealable order that the claim for industrial illness or injury is compensable under the applicable Workers Compensation Law or alternative program adopted in lieu of Workers Compensation.
1. Until the claim has been deemed compensable under the applicable Workers Compensation Law or alternative program adopted in lieu of Workers Compensation and a definite rate has been established, the employee will be paid her/his normal base rate from accrued sick leave.
  2. When the claim has been deemed compensable under the Workers Compensation Law or the alternative program adopted in lieu of Workers Compensation, the employee's sick leave accrual shall be replenished by the number of trips used for purposes of the payment described in §2.B.1., and payments will continue as defined in §2.A.1. and 2 above.
- C. The Company may require the injured employee to submit to physical examination by a doctor of the Company's choosing to determine whether or not the employee is fit to return to work. Flight Attendants will be provided the name of and access to a doctor of the Company's choosing near the Flight Attendant's place of residence, domicile, or in the city in which the injury occurred. Any Flight Attendant who disputes the Company's interpretation of such physical examination may have her/his case reviewed as outlined in Article 17. Payments by the Company under this policy may be terminated if the employee refuses to submit to a physical examination as outlined above or if the employee is found fit to return to work.
- D. The laws governing occupational injuries and illness shall be the laws of the jurisdiction in which the Flight Attendant is domiciled.
- E. Any alternative program adopted by the Company in lieu of Workers Compensation coverage shall provide benefits to covered Flight Attendants at least equal to benefits which would be provided through Workers Compensation coverage and a notice of the adoption of any alternative program must be submitted to the Union ninety (90) days prior to the implementation of such alternative program.
- F. Any time a Flight Attendant is required by the Company to undergo a medical examination, such examination shall be at Company expense.
- G. With respect to medical and dental insurance coverage subsequent to the expiration of salary continuation while on OJI leave, the Company will continue to provide both medical and dental coverage to the affected Employee (at the same rate, if any, as the Employee pays as an active Employee) for so long as such

Employee remains on the payroll of Southwest Airlines (subsequent to expiration of the salary continuation period) and receives a check from the Company through use of accumulated sick leave and/or vacation allowance, applied to all scheduled work days, plus a maximum of 120 days thereafter, or Company policy, whichever is greater.

- H. Flight Attendants who suffer an on-the-job-injury and are removed from service will be returned to their base or home, limited to the Southwest system. If the Flight Attendant has completed her/his duty day, she/he will be compensated for the deadhead(s) to her/his domicile or home limited to the Southwest system. If the Flight Attendant has not completed her/his duty day, the Flight Attendant will be compensated for the remainder of her/his duty day or the deadhead(s) whichever is greater. (Per diem will be paid only for all trips flown or deadhead(s).)

### **3. RETURN FROM SICK LEAVE/OJI**

- A. When a Flight Attendant on sick leave sufficiently recovers to resume flying before the end of a scheduled pairing, he/she shall immediately notify scheduling, which may, if agreed by the Flight Attendant:
  - 1. Assign the Flight Attendant to pick up his/her pairing in a timely and cost efficient manner (unless the pairing has been assigned to a line holding Flight Attendant from the VJA list or Open Time);
  - 2. Assign the Flight Attendant another pairing which will not violate legal rest time before the beginning of the Flight Attendant's next scheduled pairing;
  - 3. Allow the Flight Attendant to sit reserve for the remaining day(s) of his/her scheduled pairing with guaranteed reserve pay of six (6.0) TFP a day (the Flight Attendant must be available for a full day of reserve duty); or
  - 4. If none of the foregoing is agreed to by the Flight Attendant, allow the Flight Attendant to remain off duty for the remainder of the pairing, in which event accrued and unused sick pay may be collected for the remainder of the pairing.
  - 5. When a Flight Attendant sick leave recovers a pairing that was coded for VJA, the Flight Attendant will retain VJA for the portion of the pairing(s) on which she/he sick leave recovers.

In no event will a Flight Attendant be paid for sick leave after he/she resumes flying or assumes reserve status.

4. **SICK LEAVE ON LINE**

A Flight Attendant who reports in sick or injured on line will be returned to her/his domicile, designated residence in a Southwest city, or the closest Southwest city to the Flight Attendant's designated residence on the first available flight and will be treated as must ride and will not be required to occupy a jump seat.

5. **GENERAL**

An on-duty Flight Attendant who is the victim of assault by a passenger will have the full cooperation of the Company in criminal charges brought against the passenger by appropriate authorities. It may be necessary for the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be pulled from the necessary trips with pay. A Flight Attendant requiring such time off will provide the Company with as much advance notice as possible.

## ARTICLE 17

### **MEDICAL EXAMINATIONS**

Any Flight Attendant who disputes the Company's interpretation of a medical examination required by the Company and performed by a physician selected by the Company may, at her/his option, have a review of her/his case as outlined below. All medical examinations and reports under this Article will only refer to the medical findings and history necessary for the determination of fitness for duty. The Company, Union and Flight Attendant will complete this process as expeditiously as possible. All medical records and information shall be kept confidential. The medical information obtained will be maintained in a separate medical file and treated as a confidential medical record, except that Supervisors and Managers may be informed regarding necessary restrictions on the work or duties of a Flight Attendant and necessary accommodations; and provided further, first aid and safety personnel may be informed, when appropriate, if a medical condition might require emergency treatment:

- (a) The Company will require that the medical examiner chosen by the Company to perform the medical examination will provide to the Flight Attendant the medical examiner's complete medical report including, but not limited to, all documentation and/or written information provided to the physician by the Company.
- (b) Within fifteen (15) calendar days of the date she/he is presented the Company medical examiner's findings including, but not limited to, a copy of the complete medical report and all documentation and/or written information provided to the medical examiner by the Company, she/he may employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination for the same purpose as the medical examination made by the medical examiner employed by the Company.
- (c) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company within fifteen (15) calendar days following the examination, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
- (d) In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and disinterested medical examiner, for the purpose of making a further medical examination of the employee. The Flight Attendant must submit the written request within seven (7) calendar days from the date her/his medical examiner's

- report is furnished to the Company and the Flight Attendant. The Company will then have seven (7) calendar days to ask the two (2) medical examiners to appoint the third qualified and disinterested medical examiner. The Company will notify the Flight Attendant in writing when the two (2) medical examiners have been contacted. Absent a mutually agreed extension within these time limits, in the event that either party fails to submit such a written request, the results of the other party's original examination shall govern. The third qualified and disinterested medical examiner will be agreed upon as expeditiously as possible.
- (e) Such three (3) doctors, one (1) representing the Company, one (1) representing the employee affected, one (1) disinterested doctor approved by the Company doctor and the employee's doctor, shall constitute a board of three (3), the majority vote of which shall decide the case. The board of three (3) will render their decision as expeditiously as possible. The Flight Attendant and the Company will be provided a copy of the board's decision as soon as possible after the decision is rendered with verified receipt of delivery.
  - (f) The expense of employing the disinterested medical examiner shall be borne equally by the Company and the Flight Attendant. Copies of such medical examiner's report shall be furnished to the Company and to the employee.



## **ARTICLE 18**

### **REDUCTION IN FORCE**

1. Where there is a reduction in force, the Flight Attendant with the least occupational seniority shall be laid off. Before any Flight Attendant is laid off, the Company must offer at least one (1) percent of all bid lines in each base for Job Share and may, at its discretion, offer Monthly Release Time (MRT), Daily Release Time (DRT), and Leaves of Absence under Article 15. Job Sharing, MRT, and DRT may be offered without the applicable restrictions.
2. An employee who has completed the probationary period prior to being furloughed or laid off, through no fault or action of her/his own, shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice, but she or he shall receive no pay if one or more of the following conditions exist:
  - (a) She or he accepts any other employment with the Company.
  - (b) The lay-off 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 the Company aircraft.
  - (c) The lay-off 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.
3. A Flight Attendant who has been laid off due to a reduction in force shall file her/his address with the appropriate representative of the Company having jurisdiction over Flight Attendants at the time of lay-off and she/he shall thereafter promptly advise the Company of any change in address.
4. The order of recall shall be by seniority. Flight Attendants will remain on the recall list for a period not to exceed five (5) years.
5. Notice of reemployment shall be sent by Certified Mail Return Receipt Requested to the last address on file with the Company. A Flight Attendant shall forfeit her/his seniority with the Company if she/he does not signify her/his intention to accept reemployment within fifteen (15) days after the posted date of the notice or if she/he does not return to the service of the Company on the date specified in the notice offering reemployment.
6. The Flight Attendant will retain her/his sick leave credit accrued prior to furlough.
7. The Company shall notify the local Union Executive Board prior to announcing or utilizing a reduction in force or recall of Flight Attendants.

8. In the event of a recall, if a Flight Attendant on furlough is a full-time student in an accredited college or university, such Flight Attendant may at her/his option be bypassed for recall without forfeiting her/his right to recall. The right to bypass shall extend only to the semester in which the Flight Attendant is enrolled at the time of initial recall and may be utilized only if the bypass would not necessitate additional hiring.
9. Prior to a furlough, the Company will post a notice indicating the approximate number of Flight Attendants to be furloughed and will furnish a list of the employees to be furloughed to the Executive Board.
10. A Flight Attendant being furloughed will receive severance pay as follows:

Two (2) weeks severance pay for the first completed year of service, and one additional week for each completed year of service thereafter; however, the maximum amount that may be accrued is sixteen (16) weeks.

The amount of furlough pay due shall be based on the average reserve line guarantee due the Flight Attendant for the last full month worked.
11. An employee on furlough shall retain but not accrue seniority. An employee who resigns from the Company loses all seniority immediately upon termination.
12. A Flight Attendant who has completed probation and is furloughed shall continue to be covered by the insurance provided in this Agreement for a period of one-hundred twenty (120) days.
13. A Flight Attendant who has completed probation and is placed on furlough will retain space available pass privileges on Southwest Airlines routes as follows:

Less than one year of service	-	3 months
1 year of service	-	6 months
2 years of service	-	9 months
3 years of service	-	12 months
4 years of service	-	18 months
5 years of service and thereafter	-	24 months
14. All orders involving reduction in force must be in writing.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURES**

The Union is the Sole Representative of all Flight Attendants in all grievance matters unless waived by the Union.

#### **1. DISMISSAL OR DISCIPLINARY PROCEDURE**

- A. A Flight Attendant shall not be dismissed from the service of the Company or disciplined without notification of such disciplinary action. Such notification shall contain a precise statement of the charges. Notice of the disciplinary action shall be given within seven (7) working days, exclusive of Saturdays, Sundays and Holidays, from the date the Company could reasonably have knowledge of the incident giving rise to the disciplinary action. Notice of disciplinary action involving suspension or termination will be made in writing, and delivered in person, with receipt acknowledged, or sent by confirmed delivery. If notice is sent by confirmed delivery, such notice will be deemed to be accomplished on the date sent to the last address furnished by the Flight Attendant. It is the responsibility of the Flight Attendant to keep the Company advised of a current address.
- B. A Flight Attendant shall be entitled to a hearing on such disciplinary action provided such Flight Attendant makes written request for such hearing within seven (7) days from receipt of notification. Such written request for hearing shall be addressed to the Vice President - In-Flight Services.
- C. A Flight Attendant may be held out of service by the Company pending investigation and hearing and appeals therefrom and will be compensated for all lost time if returned to work.
- D. Such hearing shall be held by the Vice President - In-Flight Services, or his designee, within ten (10) days, exclusive of Saturdays, Sundays and holidays, of the receipt of the Flight Attendant's written request therefor. A decision shall be rendered within ten (10) days, exclusive of Saturdays, Sundays and holidays, of the hearings.
- E. If the decision of the Vice President - In-Flight Services or his designee is not satisfactory to the Flight Attendant whose grievance is being considered, the matter may be appealed to the Flight Attendant Board of Adjustment, as provided for in Article 20 of this Agreement, provided said appeal must be submitted within ten (10) days of receipt of the decision by the Vice President In-Flight Services.

- F. In cases involving termination of employment, the Flight Attendant Board of Adjustment shall convene within ninety (90) calendar days from the date that the Company receives the notice of appeal to the Board of Adjustment. In cases involving special or extenuating circumstances, either party may extend the deadline to conduct the Flight Attendant Board of Adjustment up to an additional sixty (60) calendar days. Anytime after sixty (60) days from the date of the appeal to the Board of Adjustment in cases involving termination, either party may elect to bypass the Board of Adjustment and proceed directly to arbitration. The date of such election shall be treated as a deadlocked decision for time limit purposes under Article 20 of this Agreement.
- G. In any case involving discipline, the appeal to the Board of Adjustment may be waived to expedite the grievance, if mutually agreed to by the Union and the Company. The grievance would then proceed directly to arbitration under Article 20 of this Agreement.
- H. If a Flight Attendant is pulled from a Trip or Reserve Day to attend a mandatory meeting, the Flight Attendant will receive her/his Trip Pay or Reserve guarantee. A Flight Attendant who is required by the Company to attend a mandatory meeting on a day when she/he is scheduled off duty will be paid four (4.0) TFP. A Flight Attendant who is required by the Company to attend a mandatory meeting immediately preceding or immediately following a duty period will be paid one (1.0) TFP. Except as outlined in Paragraph C above, if a Flight Attendant is pulled for a mandatory meeting and the Company cancels the meeting the day prior, the Company Convenience Pull bar will be removed immediately to allow the Flight Attendant the ability to pickup and/or trade. Should the bar not be removed, the Flight Attendant will be paid four (4.0) TFP.
- I. A Flight Attendant shall not be disciplined or discharged without just cause except as provided in Article 7.

## **2. GRIEVANCES NOT INVOLVING DISCIPLINARY ACTION**

- A. Should any controversy arise between the Company and a Flight Attendant or a group of Flight Attendants as to the meaning of any of the terms of this Agreement concerning rates of pay, rules of working conditions, or should any Flight Attendant feel that in the application by the Company to her/him of any of the terms of this Agreement concerning rates of pay, rules or working conditions, she/he has been treated unjustly, such Flight Attendant may present her/his grievance through her/his Union representative within ten (10) days of the infraction to the Vice President In-Flight Services, who shall evaluate the grievance and render her/his decision as soon as possible, but not later than ten (10) days, exclusive of Saturdays, Sundays, and holidays following receipt of said grievance.

- B. If no settlement is reached under this Article, an appeal may be made in writing within thirty (30) days to the Flight Attendant's Board of Adjustment established under Article 20 of this Agreement.
- C. Anytime after sixty (60) days from the date of the appeal to the Flight Attendant's Board of Adjustment in cases not involving disciplinary actions, either party may elect to bypass the Board of Adjustment and proceed directly to arbitration. The date of such election shall be treated as a deadlocked decision for time limit purposes under Article 20 of this Agreement.
- D. The appeal to the Flight Attendant's Board of Adjustment may be waived to expedite the grievance if mutually agreed to by the Union and the Company. The grievance would then proceed directly to Arbitration under Article 20 of this Agreement.

### 3. **GENERAL**

- A. If any decision made by an official of the Company under the provisions of this Article is not appealed by the Flight Attendant affected or by the Union in the case of a protest within the time limit prescribed herein for such appeals, such decision shall be final and binding. If the Company fails to adhere to the time limits prescribed in this section, the Flight Attendant shall be considered exonerated and the charges against her/him will be dropped.
- B. Unless stated otherwise, all time limits pertaining to both parties set forth in this section shall refer to work days, rather than calendar days; Saturdays, Sundays and recognized holidays being excluded.
- C. When, under the operation of this Agreement, a Flight Attendant hereunder is chosen to act as the representative of, or a witness for another Flight Attendant against whom charges have been preferred, such Flight Attendant shall be given a Union leave of absence for a time sufficient to permit her/him to appear as such representative or witness.
- D. It is understood that all written notifications referred to herein in appeal steps shall be made via electronic means, confirmation receipt required.
- E. The time limits prescribed herein may be modified by mutual agreement in writing between the parties.
- F. All Flight Attendants, including those in their probationary period, shall have access to the grievance procedure, except that a probationary employee may not appeal a disciplinary or discharge action.

- G. In the event a termination is grieved, insurance benefits will continue until all grievance procedures have been exhausted and a final decision has been rendered.
- H. A Union Representative may, at the option of the Flight Attendant, be present at all Flight Attendant meetings and any such request will not be denied. In meetings that involve discipline or discharge with respect to a Probationary Flight Attendant, a Union Representative may, at the request of the Probationary Flight Attendant, be present to act as a non-participating observer.
- I. All letters of discipline and documents referencing or relating to performance and/or conduct (including supporting documentation), will be null and void after eighteen (18) months of active status following the date of issuance or creation, and at the request of the Flight Attendant will be removed from the Flight Attendant's personnel file.
- J. Disciplinary decisions shall be based only on performance and/or conduct occurring within the eighteen (18) month period of active status preceding the incident in question. This does not preclude the use of older information, for impeachment purposes only, at a Board of Adjustment or Arbitration, if the older information is used to impeach direct testimony to the contrary.
- K. For purposes of this Article, a Flight Attendant on a leave of absence fourteen (14) days or less will be considered to be on active status.
- L. Regarding discussion log entries removed from the Flight Attendant's file under Section I. above, the Company will, at the request of the Flight Attendant, obliterate such entries so as to make them unreadable. However, the Company may make copies of such entries to be kept in an archive and such copies may be used or referred to at a Board of Adjustment or Arbitration only to impeach direct testimony to the contrary.
- M. The Company and the Union agree to meet on a monthly basis, or more often if necessary, to discuss issues relating to grievances.
- N. Suspensions shall be based on calendar days and shall begin with the first pairing after the decision to suspend has been rendered.
  - 1. If a Flight Attendant has already checked-in for her/his pairing, the suspension will begin with the subsequent pairing for which the Flight Attendant is scheduled to check-in.
  - 2. If a Flight Attendant on Reserve has been available for contact and no assignment has been made, the suspension will begin with the subsequent Reserve day.

3. If a Flight Attendant has been given a Reserve assignment, the suspension will begin with the Flight Attendant's subsequent scheduled block or pairing.

## **ARTICLE 20**

### **BOARD OF ADJUSTMENT**

1. There is hereby established a Board of Adjustment for the purpose of adjusting the deciding disputes which may arise under the terms of the Flight Attendants' Agreement and any amendments or additions thereto and which are properly submitted to it, which Board shall be known as "Southwest Airlines Flight Attendant's Board of Adjustment" (hereinafter referred to as the "Board").
2. The Board shall consist of four (4) members, two (2) of whom shall be selected and appointed by the Union and two (2) by the Company, and such appointees shall be known as "Adjustment Board Members." The Company and the Union agree that Inflight Base Managers, Inflight Assistant Base Managers, and TWU Local 556 Executive Board Members will not be appointed to the Board to hear cases involving discipline or discharge.
3. The Company and the Union shall each select ten (10) individuals to serve for one (1) year from the date of their appointment or until their successors have been duly appointed. Additional Board Members may be selected by mutual agreement. For each grievance presented to the Board, both parties may choose two (2) of their ten (10) selected individuals to serve on the Board. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board. The Union and the Company will provide training to those individuals selected for the Board on an annual basis.
4. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of the interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto.
5. The Board shall consider any dispute properly submitted to it by the President of Local 556, her/his designee or by the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement. No matter shall be considered by the Board which has not been first handled in accordance with the Grievance Procedure contained in this Agreement.
6. The Board shall hear cases in the City of Dallas, or the Union and the Company may mutually agree to have a case heard in any other city. Prior to each Board, a Chairperson and Vice Chairperson shall be selected. The office of Chairperson shall be filled and held alternately by a Union member of the Board and by a Company member



of the Board alternating case by case. When a Union member is Chairperson a Company member shall be made Vice Chairperson and vice versa.

7. Meetings of the Board shall be held as often as necessary to hear cases presented before it. The Chairperson shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the board.
8. All disputes properly referred to the Board for consideration shall be addressed to the Chairperson. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be provided to the Chairperson who shall promptly distribute one (1) copy thereof to each member of the Board. Each case submitted shall show:
  - (a) Question or questions at issue.
  - (b) Joint exhibits/stipulations.
  - (c) The respective parties' positions.

When possible, joint submission should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board.

9. Flight Attendants covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate and the Company may be represented by such person as it may choose and designate. Evidence may be presented either orally or in writing or both.

On request of individual members of the Board, the Board may be a majority vote, or shall at the request of either the Union representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group or representatives constituting the Board. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the service of the Company.

10. A majority vote of all members of the Board shall be competent to make a decision. The Chairperson shall provide the Board's written decision to the Union Office and to the Inflight Department on the day the Board reaches its decision.
11. It is understood and agreed that each and every Board member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the Employees may be affected in any manner by an action by her/him in good faith in her/his capacity as Board member.

12. Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
13. Should the Board of Adjustment deadlock or fail to make a decision, the party filing the grievance shall notify the other party in writing, within five (5) working days of such deadlock or such failure, whether arbitration is requested for that particular case. If the Board 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 Board of Adjustment.
14. If either party desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:
  - (a) Arbitrations shall be held in the City of Dallas, at a neutral location. The Union and the Company may mutually agree to have a case arbitrated in any other city or location.
  - (b) The arbitration shall be held within ninety (90) calendar days from the date of the Board's decision. The parties may mutually agree in writing to extend this time period in the case of special or extenuating circumstances.
  - (c) The parties will select a panel of eight (8) mutually acceptable Arbitrators, four (4) to be nominated by each party. 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 nominated the Arbitrator will propose a mutually acceptable replacement. Once an Arbitrator is removed from the panel the Arbitrator may not be returned to the panel for the duration of this Agreement.
  - (d) Arbitrators will be set in order, and used in turn as cases are requested. The Arbitrator selected must provide available dates that he/she may hear the case and the parties will agree upon one of those dates as long as the date selected is within the time period specified in 14(b). In the event that the Arbitrator is unable to conduct the arbitration within such time period, the next Arbitrator in the rotation will hear the arbitration. In the event that one of the parties is unable to conduct the arbitration within such time period, the party that is available may either request that the Arbitrator provide available dates thirty (30) calendar days beyond the 14(b) deadline (and the parties will agree upon one of those dates) or may choose to move to the next Arbitrator in the rotation to hear the arbitration within the time period specified in 14(b).

- (e) The Company and the Union shall jointly prepare and sign for the Arbitrator a submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Company and the Union, each party shall submit to the Arbitrator and to each other a statement of the issues it considers to be in dispute.
15. By mutual consent of the Union and the Company, the parties may choose to bypass the provisions outlined above and proceed directly to expedited arbitration as follows:
- (a) The arbitration shall be held within thirty (30) calendar days from the date that the parties agree to proceed directly to expedited arbitration.
  - (b) The Arbitrator shall be selected from the panel in turn within five (5) working days from the date that the parties agree to proceed to expedited arbitration. The Arbitrator selected must provide available dates that he/she may hear the case and the parties will agree upon one of those dates as long as the date selected is within the time period specified in 14(b).
  - (c) No post hearing briefs shall be filed and a decision shall be rendered within ten (10) working days of the close of the hearing.
  - (d) If the Arbitrator selected is unable to comply with the requirements under this paragraph, the next Arbitrator in the rotation will be contacted to hear the case. This procedure shall continue until an Arbitrator advises that he/she is able to comply with the requirements of this paragraph.
16. The functions and jurisdiction of the Arbitrator shall be as fixed and limited by the Agreement. The Arbitrator shall have no power to change, add to, or delete its terms, and shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement. Any matter coming before the Arbitrator, which is not within said 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 limitation set forth herein, be limited to the determination of the question of whether the Flight Attendant(s) involved were disciplined for just cause. If the Arbitrator finds that the penalty assessed by the Company was arbitrary or unreasonable, she/he may modify or remove the penalty.
17. Each party shall bear its own expense with respect to the preparation and presentation of the matter to the Arbitrator, but the cost or expense of the Arbitrator and the conference room shall be borne equally by the Company and the Union.

**ARTICLE 21**

**COMPENSATION**

- Flight Attendants shall be compensated on the basis of standard trip pay as follows. For purposes of this Article, the "New Contract Date" shall be June 1, 2008.

**PAY RATES**

The "Steps" described below refer to the pay level held by the Flight Attendant as of the New Contract Date. Thereafter, each Flight Attendant shall move up one Step on her/his Anniversary Date, in the manner described in Article 21, Section 14. Flight Attendants in their first or second six months on the New Contract Date, and those hired thereafter, shall move to Step 1 at the completion of one year of employment with the Company, and will thereafter move up one Step on her/his employment anniversary date, in the manner described in this Article.

	<b>Previous</b>		<b>New</b>		
<b>Wage Rate</b>	<b>June 1, 2007</b>	<b>June 1, 2008</b>	<b>June 1, 2009</b>	<b>June 1, 2010</b>	<b>* June 1, 2011</b>
1st 6 Months	\$20.06	\$20.66	\$21.28	\$21.92	\$21.92
2nd 6 Months	\$20.31	\$20.92	\$21.55	\$22.20	\$22.20
Step 1	\$22.26	\$22.93	\$23.62	\$24.33	\$24.33
Step 2	\$23.87	\$24.59	\$25.33	\$26.09	\$26.09
Step 3	\$25.83	\$26.60	\$27.40	\$28.22	\$28.22
Step 4	\$27.93	\$28.77	\$29.63	\$30.52	\$30.52
Step 5	\$31.85	\$32.81	\$33.79	\$34.80	\$34.80
Step 6	\$33.66	\$34.67	\$35.71	\$36.78	\$36.78
Step 7	\$35.38	\$36.44	\$37.53	\$38.66	\$38.66
Step 8	\$37.48	\$38.60	\$39.76	\$40.95	\$40.95
Step 9	\$39.67	\$40.86	\$42.09	\$43.35	\$43.35
Step 10	\$41.69	\$42.94	\$44.23	\$45.56	\$45.56
Step 11	\$44.63	\$45.97	\$47.35	\$48.77	\$48.77
Step 12	\$47.75	\$49.18	\$50.66	\$52.18	\$52.18
Step 13	\$50.50	\$52.02	\$53.58	\$55.19	\$55.19

A Flight Attendant who has 25 years or more of Occupational Seniority will receive an additional \$1.50 per TFP for trips flown to include RIGs, overschedule/overfly, excluding Charters.

To read the chart above, the Flight Attendant should locate her/his current Step under the column entitled Pay Rate as of June 1, 2008. Upon the Flight Attendant's anniversary each year, the Flight Attendant should move down the column to determine her/his Step increase. On June 1st of each year thereafter, the Flight Attendant should move horizontally to the right to the next column to determine her/his pay rate increase.

Until a Flight Attendant tops out, the Flight Attendant will receive Step increases upon her/his Inflight anniversary. Additionally, the Flight Attendant will also receive pay rate increases as of June 1, 2008, June 1, 2009, and June 1, 2010. On June 1, 2011, Flight Attendants will receive profitability rate increases if the Company meets or exceeds specific Profitability Margin targets in the preceding calendar year. 2011 Pay Increases will be based upon the Company meeting the following Operating Margin targets for the preceding calendar year:

8.0% to less than 9.0%	1.0 % pay increase
9.0% to less than 10.0%	2.0 % pay increase
10% or greater	3.0% pay increase

The pay rates in the June 1, 2011 column in the above wage rate table will be adjusted to reflect any pay increases resulting from the variable pay formula below:

For the purposes of pay increase calculation under this section only, the operating margin will be defined by the following formula:

1. Operating Revenues (a) minus Operating Expenses (b) = Operating Income (c)
2. Operating Income (c) ÷ Operating Revenues (a) = Operating Margin (d)
  - (a) Operating Revenues as set forth in the consolidated statement of income in the annual report to shareholders.
  - (b) Operating Expenses will be operating expenses as set forth in the consolidated statement of income in the annual report to shareholders.
  - (c) Operating Income will be the operating income as set forth in the consolidated statement of income in the annual report to shareholders.
  - (d) Operating margin will be the operating margin as set forth in the consolidated statement of income in the annual report to shareholders.

All Operating Revenues, Operating Expenses, Operating Income figures used in the calculation of Operating Margin shall be those produced in accordance with the generally accepted accounting principles (GAAP).

All Flight Attendants employed by the Company as of the Date of Ratification of this Agreement shall receive 100% retro pay at the foregoing pay rates for all credited TFP from June 1, 2008, through the Date of Ratification, based on all applicable Years of Service and rates of pay.

**2. STANDARD/NON-STANDARD**

- A. For the purposes of pay computation, a standard trip shall be any trip for which the nonstop mileage according to the CAB or DOT Book of Airport to Airport mileage is 243 miles or less. A non-standard trip shall be any trip for which the nonstop mileage exceeds 243 miles. In the event, however, there is in effect during the term of this Agreement, a non- standard trip pay formula for Southwest Airlines' pilots which would, if applied to Flight Attendants, be more beneficial to the Flight Attendants, then the non-standard trip formula used for pilots shall also apply to Flight Attendants.
- B. Flight Attendants will be paid for non-standard trips at the rate of one standard trip as set forth in paragraph 1 above, plus one-tenth (0.1) trip for each forty mile increment over 243 miles, rounded up or down to the nearest forty (40) mile increment, unless a formula more favorable to the Flight Attendants is required under Article 21, Section 2.A. above.

**3. OVERSCHEDULE/OVERFLY**

- A. An overschedule override will be computed for each flight based upon each flight equal to one (1) paid trip, plus one tenth (0.1) for each five (5) minutes in excess of fifty- five minutes, truncated to the nearest five (5) minutes. If the value exceeds the value under the non-standard trip formula, the flight will pay the override value.
- B. In addition to the non-standard trip adjustment contained herein, Flight Attendants will be paid, where applicable, an additional overfly premium component for flights which actually operate in excess of the scheduled block time. Such premium will apply to each flight segment and will be paid at the rate of one-tenth (0.1) trip for each five (5) minutes in excess of such flight's scheduled block time, truncated to the nearest five (5) minutes. Inflight diversions/enroute stops are subject to the overfly premium.

COMPUTATION OF OVERFLY PREMIUM PAY	
# Minutes over Scheduled Block Time	Trips for Pay
0 to 4	0.0
5 to 9	0.1
10 to 14	0.2
15 to 19	0.3
20 to 24	0.4
25 to 29	0.5
30 to 34	0.6
35 to 39	0.7
40 to 44	0.8
45 to 49	0.9
50 to 54	1.0
55 to 59	1.1
60 to 64	1.2
65 to 69	1.3
70 to 74	1.4
75 to 79	1.5
80 to 84	1.6
85 to 89	1.7
90 to 94	1.8
95 to 99	1.9
100 to 104	2.0
105 to 109	2.1
110 to 114	2.2

4. **SENIOR PAY**

Each trip shall have a Senior ("A" position) Flight Attendant. Each Flight Attendant who flies in the Senior position shall receive \$2.00 for each trip flown or credited.

5. **SPECIAL ASSIGNMENT PAY**

When a Flight Attendant is assigned to publicity, promotional or other special assignments and as a result is removed from her/his regular trip assignment in order to participate in the special assignment, she/he should receive the appropriate trip pay for trips missed as a result of the special assignment. If the Company requests a Flight Attendant accept a special assignment on her/his duty time and the Flight Attendant accepts such assignment, the Company will compensate the Flight Attendant at a rate acceptable to the Flight Attendant. A Reserve Flight Attendant will be credited with six (6) standard trips at the Senior position.

6. **CHARTER PAY**

Charters and other flying including promotional and sightseeing shall be paid or credited at the rate of two (2.0) times the applicable trip rate, excluding deadheads and ferry flights. If food service is offered on a charter, each Flight Attendant will receive \$5.00 in addition to trip pay.

7. **DEADHEAD PAY**

A Flight Attendant who deadheads at Company request shall be paid or credited the appropriate standard or non-standard trip for the flight on which she/he deadheads. A Flight Attendant who deadheads to retrieve or return from a Senior ("A" position) flight will be paid Senior ("A" position).

8. **INITIAL TRAINING PAY**

- A. Effective June 1, 2008, each New Hire Flight Attendant (excluding internal transfers who receive continuation pay from their previous position with the Company) shall receive \$1,200 Initial Training Pay within five (5) working days following her/his Flight Attendant Hire Date.
- B. Effective as of the Date of Ratification of this Agreement, each Flight Attendant attending Initial Base Orientation, when not scheduled as part of the Initial Training curriculum, will be compensated at two (2.0) TFP.
- C. Effective as of the Date of Ratification of this Agreement, Probationary Flight Attendants will be compensated at two (2.0) TFP for completion of each required Probationary Exam.



9. **RECURRENT TRAINING PAY**

Effective January 1, 2009, a Flight Attendant who is scheduled for recurrent training will be paid or credited for trips missed at the appropriate rate, or five and one-half (5.5) standard trips, whichever is greater. Additionally, Flight Attendants will receive two (2.0) TFP for completion of RT online training.

10. **ADDITIONAL TRAINING**

Any Flight Attendant required to attend or perform any training immediately preceding or following their duty period (outside the period from checkin to the end of debrief) will be paid a minimum of one (1) TFP at her/his applicable trip rate. This training will not exceed one (1) hour.

11. **OTHER TRAINING**

The Company is responsible for development of Flight Attendant training curricula; however, if additional training is required by the Company or the Government, the Company will seek the views of and work with the Union regarding such training.

12. **CANCELLATION PAY**

If any flights appearing on a Flight Attendant's line of time are canceled due to irregular operations or to suit Company convenience, and such flights are not made up the same day or days in the case of a multi-day pairing including an overnight, the Flight Attendant shall be paid according to her/his schedule bid for the trips scheduled. Flight Attendants will be paid her/his actual or scheduled flying, whichever is greater over the life of the pairing for the number of day(s) the Flight Attendant was originally scheduled to work.

13. **STRANDED PAY/UNSCHEDULED RON PAY**

In the event a Flight Attendant is stranded away from her/his base or an unscheduled RON results in more days of flying due to weather, mechanical problems, or to suit Company convenience, she or he will receive trip pay in accordance with the provisions of Article 9.4 and Article 9.3.C as applicable.

14. **PAY RATE CHANGES**

Seniority raises shall be computed as follows: changes occurring from the first day of the month through the fifteenth day of the month will be effective on the first day of that month. Changes occurring from the sixteenth of the month through the end of the month will be effective on the first day of the following month.

15. **PAY RAISES BEYOND CONTRACT AMENDABLE DATE**

Should this Agreement continue in effect beyond the amendable date of this Agreement, while the parties negotiate a new contract, Flight Attendants who reach an Anniversary Date entitling them to a step increase shall move to the appropriate Step, and shall receive pay in accordance with the standard trip pay then in effect for that Step.

16. **PRODUCTIVITY PAY**

Flight Attendants will receive an additional \$5.00 for each straight-time TFP over 102 TFPs picked up and flown from Open Time or credited for Reserve. Flight Attendants must pick up from Open Time to reach the 102 TFPs, if her/his awarded bid line or Reserve line pays less. The Company will offer Productivity Pay at least 6 months during each calendar year.

17. **ADDITIONAL PRODUCTIVITY PAY PROGRAM**

The Company may, after consultation with the Union, implement a Productivity Pay program, in addition to the compensation described in Article 21.16 above.

Before implementing any such additional Productivity Pay program, the Company will give notice of its intent and will consult with the Union. After any such Productivity Pay program has been in effect for at least three (3) months, the Union may require the Company to discontinue the program, on sixty (60) days' advance notice.

Except as stated above, the Company reserves the right to extend, modify, or discontinue any such programs, at its discretion.

18. **\$5.00 PREMIUM**

If the number of passengers on a flight involving a 737-300 or 737-700 exceeds 122, and a fourth Flight Attendant is not assigned to the flight, each Flight Attendant will be paid \$5.00 in addition to trip pay.

19. **FAR PULLS**

See Article 8, Section 7.

20. **BUSING**

Flight Attendants involved in busing will be compensated at \$15.00 per hour less the first fifteen (15) minutes.

Busing will count toward the Flight Attendant's duty day as follows:

Busing at the beginning of the day - the duty day begins 15 minutes from departure of the bus.

Busing at the end of the day - duty day is extended until the crew reaches their destination less 15 minutes.

Busing does not include normal hotel transportation.

21. **HOLIDAY PAY**

Holiday Pay will be paid on RIGs and will also be paid above premium pay, if applicable. The Company will pay double time for all trips actually flown on Thanksgiving Day, Christmas Day, and New Year's Eve. Flight Attendants sitting Reserve on those days who are available and do not fly will receive an additional 6.0 TFP above their monthly guarantee (or trips actually flown for the month, whichever is greater).

22. **MINIMUM PAY RULES (RIGS)**

A. **Average Daily Guarantee (ADG)**

On trips flown and for purposes of computing Vacation Pay, Flight Attendants will receive a minimum of 6.5 TFP times the number of days in the pairing.

B. **Duty Period Minimum (DPM)**

Flight Attendants will receive a minimum of four (4.0) TFP each duty day. The DPM will be applied for each duty period in the pairing.

C. **Duty Hour Ratio (DHR)**

For each duty period in a flown pairing (and for purposes of computing Vacation Pay), Flight Attendants will be paid the greater of what the duty period pays from all sources, including but not limited to any overschedule/overfly, double time, triple time, cancellation pay, and VJA/JA premiums, or a minimum of .74 TFP for each hour on duty. At outstation RONS, Flight Attendants will be credited with DHR for thirty (30) minutes after block-in. Under no circumstances will this thirty-minute DHR applicability period be considered duty for purposes of duty period limitations, extended duty period compensation, or calculation of crew rest under Article 8.2 and 8.3.

D. **Trip Hour Ratio (THR)**

A Flight Attendant will receive a minimum of one (1.0) TFP for each four hours (4:00) away from domicile (report to release) or fraction thereof. The trip hour period may only be broken by a legal rest break in domicile.

**E. RIG Calculations**

1. The TFP calculated under the DHR and THR specified above will be calculated to two decimal places, rounded by standard convention.
2. Each of the daily RIG credits (DPM and DHR) in a pairing will be calculated separately for each duty period in the pairing. Averages will not be used. Pay for each duty period will be the greater of the DPM, DHR, or trips flown, including any overschedule/overfly, double time, triple time, cancellation pay, and VJA/JA premiums. The sum of the daily trip totals will then be compared to the ADG and THR, and the pairing will pay the greater of the three.
3. A Flight Attendant on Reserve will receive RIGS on trips flown, credited toward her/his monthly Reserve guarantee. DHR for Reserves will be applied to each flight duty period in a pairing. THR for Reserves begins at scheduled check-in for an assigned pairing and ends upon the completion of the assigned pairing. A Flight Attendant on Reserve who is not used will be paid in accordance with Article 11, without regard to RIGS.

**F. Optimized Open Time Pairings/Split Pairings**

**1. Optimized Open Time Pairings**

Optimization will be used by Crew Scheduling to balance reserve utilization and Open Time pairings to ensure efficiency. With regard to optimization, the following will apply:

- a) Under no circumstances will the Company utilize optimization to decrease staffing.
- b) Excluding pieces of original pairings that are rejoined, no pairing in Open Time will be optimized more than four (4) days prior to the check-in day of the pairings being optimized.
- c) The maximum scheduled duty period for optimized pairings will not exceed twelve hours thirty minutes (12:30 hours). Excluding Reserve assignments, if a duty period in an optimized pairing is scheduled to exceed ten hours thirty minutes (10:30 hours), the flights scheduled to arrive after ten hours thirty minutes (10:30 hours), will be paid at double the applicable trip rate.

- d) If the duty period exceeds sixteen (16) hours, Flight Attendants will be paid for all trips flown after twelve (12) hours at triple the applicable trip rate until the Flight Attendants receive legal crew rest as stated in Article 8.2.C.3.
- e) Full RIGS will apply to Open Time pairings optimized by Scheduling. However, in the event that Scheduling combines additional legs to an unaltered original pairing, the pay and any applicable RIG associated with the original pairing will not be reduced, and pay and any applicable RIG associated with additional legs will be added.
- f) Except as stated in this section, all applicable provisions of this Agreement will apply.
- g) Excluding pairings created for Reserve assignments, no optimized pairing constructed by Scheduling will exceed the maximum pairing length for the applicable base and bid period.

In circumstances where a triggering event occurs that affects the operation in one Southwest city or more, the four day (4) limitation outlined in F.1.b. above may be waived. The Company will advise the Union of such extreme circumstances as soon as practicable. A triggering event may include, but is not limited to, natural disasters, acts of war or terrorism, or extreme weather events. All other optimization restrictions will apply.

## **2. Split Pairings**

- a) Any RIG credit projected for a pairing will be prorated when that pairing is split for any purpose. Split pairings assigned to Reserve Flight Attendants or through the VJA or JA process will retain prorated projected RIG credits.
- b) If an Open Time pairing is split by Crew Scheduling, all RIG will be prorated for each piece of the split pairing. Additionally, if applicable, DHR will be applied to the split duty periods, and THR will be applied to each piece of the split pairing.

In the event an Open Time pairing is split by Crew Scheduling, and a portion of that split pairing is assigned to a Reserve, DPM will be applied to that portion. However, DPM will be recalculated for the entire duty period if the Reserve is also assigned Airport Standby and/or additional flying.

- c) If a pairing is split by a Flight Attendant, all RIG will be prorated for each piece of the split pairing. A Flight Attendant who has checked-in for a pairing may choose to keep all RIG, prorate all RIG, or give away all RIG if the Flight Attendant splits that pairing to trade with, or give away to, another Flight Attendant.

If a pairing is split by a Flight Attendant, and if the last flight of a duty period in the split pairing runs late three hours and one minute (3:01) or more, DHR will be recalculated for that duty period. If the last flight of a split pairing runs late three hours and one minute (3:01) or more, THR will be recalculated for the entire pairing. In either situation, if the flight runs late three hours (3) or less, only the original proration of the pairing will apply.

## 23. **STOCK OPTIONS**

All Stock Options granted under the June 1, 2002 CBA pursuant to the terms of the Southwest Airlines Co. 2003 Non-Qualified Stock Option Plan, as set forth in Side Letter 3 to this Agreement will remain in effect and must be exercised by May 31, 2012, unless an extension is granted by the Company.

## **ARTICLE 22**

### **EXPENSES**

#### **1. PER DIEM**

A Flight Attendant shall receive an hourly per-diem allowance for each hour she/he is away from her/his domicile, starting at the time of required check-in and ending thirty (30) minutes after arrival of her/his last trip in her/his sequence. This per-diem is designated as compensation for meals. The per diem allowance will be \$2.15 per hour.

During the term of this Contract, if the Pilot bargaining unit is paid a greater per diem hourly rate than is provided herein, the Flight Attendants will receive that greater rate at the same time.

#### **2. HOTELS AND TRANSPORTATION**

- A. The Company will provide transportation to and from airport and hotel at RON stations. If transportation is not available within thirty (30) minutes from the time Flight Attendants require such transportation, the use of a cab is authorized subject to proper receipts.
- B. The Company will provide at all RON stations suitable hotel accommodations with single rooms for each Flight Attendant.
- C. Scheduling will not ask Flight Attendants to share a hotel room. If, due to unforeseen circumstances, the Company is unable to provide suitable hotel accommodations with single rooms for each Flight Attendant, Scheduling will contact the Union to notify them of the situation, Crew Members may volunteer to share a room to rectify the problem.
- D. The Company will pay directly for any hotel rooms and local transportation required. Upon request, Flight Attendants will be provided a hotel room when given an unscheduled RON in domicile. If transit time through any out station exceeds four (4) hours, the Company will provide single hotel rooms for each Flight Attendant.
- E. Scheduling will provide hotel rooms in domicile when a Flight Attendant is assigned to fly a Charter pairing that is both scheduled for greater than fourteen (14) hours of duty and greater than four (4) hours of ground time in a domicile. If the scheduled duty day is less than fourteen (14) hours the Flight Attendant will not receive a hotel room if scheduled for ground time greater than four (4) hours in domicile.
- F. RON Hotel Transportation Delays, see Article 8.4 of this Agreement.

3. **PASSPORTS**

When required for the performance of her/his job duties, the Company will reimburse a Flight Attendant for the cost of passports, passport renewal, passport photos, visas and the charge for expediting service when required. Flight Attendants shall assist and cooperate in the process. Any other associated expenses will be reviewed on an individual basis.

4. **INOCULATIONS**

The Company will pay for the cost of inoculations recommended by an appropriate United States governmental agency when required for any destination served by the Company.



## **ARTICLE 23**

### **INSURANCE BENEFITS**

#### **1. INSURANCE PLAN**

- A. During the term of this Agreement the Company shall continue the benefits of the following insurance plans on the same terms presently offered, with no premium charged to the Employee:

Regular Plan Medical  
Regular Plan Dental  
Regular Plan Basic Life

Alternative personal option plans (such as the flexible benefit plans presently offered as part of the Benefits Plus program) may also be made available to employees covered by this Agreement upon the same terms and conditions as such plans are made available to any other group of Company employees. If any future increase in cost is paid by the Company for employees not covered by this Agreement, such cost shall also be paid by the Company for employees covered hereunder.

- B. Flight Attendants enrolled in the flexible benefits plans described in Section 1.A. above will, at their choice, have the option to utilize the identical benefits mandated by the FAA for the Pilots' chemical abuse/dependency inpatient rehabilitation. This benefit does not apply to family members or Retirees.

#### **2. RETIREE HEALTH CARE PLAN**

See Article 16.1.G. through 16.1.I. for Retiree Health Care information.

#### **3. PORTABILITY OF INSURANCE**

The Company will continue to contract for the portability of Life Insurance and AD&D coverage upon separation from the Company.

4. **BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF AN ACT OF TERRORISM OR SABOTAGE WHILE ON FLIGHT DUTY OR PAID LAYOVER**

A. **DEATH, PERMANENT TOTAL DISABILITY, DISFIGUREMENT, AND DISMEMBERMENT BENEFITS**

In the event of:

1. The death of a Flight Attendant resulting from injury incurred during acts of terrorism or sabotage; or
2. The permanent total disability of a Flight Attendant resulting from injury incurred during acts of terrorism or sabotage resulting in:
  - a. The permanent medical disqualification of a Flight Attendant by the Company,
  - b. The complete loss by a Flight Attendant of sight or hearing,
  - c. A Flight Attendant incurring any permanent bodily disfigurement that will cause the Flight Attendant in the judgment of the Company not to meet its appearance standards, or
  - d. The loss of both hands, or both feet, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, resulting from injury incurred during acts of terrorism or sabotage:

The Company shall pay or cause to be paid, subject to the conditions set forth in paragraphs 4.C. and 4.D. below, \$500,000 for death or for the conditions specified in 4.A.2. above, caused by or resulting from any acts of terrorism or sabotage or counteraction to such acts of terrorism or sabotage to such Flight Attendant if she/he is alive, otherwise to her/his designated beneficiary under the Company's Group Life Insurance Plan. In no event will more than one lump sum payment of \$500,000 be made per covered Flight Attendant. "Permanent total disability" shall mean the complete inability of the Flight Attendant to perform any and every duty pertaining to any occupation or employment for remuneration or profit for the remainder of the Flight Attendant's life. "Loss" with respect to sight and hearing shall mean entire and irrecoverable loss of such sight or hearing; with respect to hands or feet, loss shall mean actual severance through or above the wrist or ankle joints. In the event the Flight Attendant suffers a covered loss as described in this paragraph 4.A., the payments under paragraph 4.A. above shall be \$500,000, and such benefits shall be in addition to any benefits provided in all other Company plans and payments made pursuant to any state Workers Compensation Laws. "Permanent total disability" must occur within 30 days of the covered incident, and the Flight Attendant must remain totally disabled for 12 straight months.

**B. APPLICABILITY**

The payments provided by the provisions of paragraph 4.A. above shall be applicable to any Flight Attendant only when the conditions set forth in paragraphs 4.A.1., or 4.A.2. above, are applicable, and the covered loss occurs while such Flight Attendant is inside or outside the United States, and while she/he is on flight duty or paid layover.

**C. EXCLUSIONS**

Benefits payable under paragraphs 4.A. above and 4.D. and 4.E. below shall not be applicable to a Flight Attendant or their beneficiary when death or a condition set forth in paragraphs 4.A.2. above, as applicable:

1. Is intentionally self-inflicted, or the result of suicide, or any attempt thereof, while sane or insane, or
2. Is contracted, suffered, or incurred while such Flight Attendant was engaged in a criminal enterprise or results from her/his having engaged in a criminal enterprise.

The Company's maximum liability for benefits payable under paragraph 4.A. above shall not exceed \$4,500,000 for any single incident.

**D. WORKERS COMPENSATION AND OTHER BENEFITS**

The benefits payable under paragraph 4.A. above to a Flight Attendant killed or injured during acts of terrorism or sabotage while on flight duty or paid layover shall be in addition to any other benefits to which her/his beneficiaries or representatives may be entitled, such as:

1. Workers Compensation benefits;
2. Any basic or elected optional life insurance benefits under the Company's Group Life Insurance Plan;
3. Any death benefits provided under the Company's Profitsharing and/or 401(K) Plans, if applicable;
4. The death benefits under any Personal Accident policy, if applicable.

**E. MISSING, INTERNMENT, PRISONER, OR HOSTAGE BENEFITS**

1. A Flight Attendant who is missing because of acts of terrorism, acts of war, or sabotage committed against such Flight Attendant while she/he is on flight duty or paid layover shall be paid monthly compensation as set forth in paragraph 4.H. below for a maximum period of twenty-four (24) months after his/her disappearance or until death is established, whichever occurs first. When such Flight Attendant has been missing for twelve (12) months, the Company will aid the beneficiary in obtaining legal proof in order that death benefits under Company plans can be paid consistent with applicable state law.
2. A Flight Attendant, who is interned, taken prisoner, or hostage as a consequence of terrorism, war, or sabotage while on duty or paid layover shall be paid monthly compensation as set forth in paragraph 4.H. below for the period during which she/he is known to the Company to be interned or held prisoner or hostage. Such payments will cease, however, when such Flight Attendant's release or death is established.
3. When, under the provisions of paragraphs 4.E.1., or 4.E.2. above, a Flight Attendant has been missing for a period of twelve (12) months, or in the event no information is received by the Company for twelve (12) continuous months that an interned, imprisoned or hostage Flight Attendant is alive, the death benefits provided under paragraph 4.A. above shall be paid, and the monthly compensation payments shall cease. If such Flight Attendant is later found to be alive, compensation as set forth in paragraph 4.E.2. above will be paid retroactively from the time that monthly payments ceased, less any death benefits paid under paragraph 4.A. above which were paid to the beneficiary, up to the time released. Any death benefits not recovered per the above offset will be repaid by the beneficiary to the Company upon its demand.

**F. BENEFIT ASSIGNMENTS**

1. The monthly compensation allowable under paragraph 4.E. above to a Flight Attendant interned, missing, held hostage, or prisoner shall be credited to such Flight Attendant on the books of the company and shall be disbursed by the Company in accordance with written directions from her/him. Each Flight Attendant may execute and deliver to the Company a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, allow all Flight Attendants to execute and deliver to the Company such written directions. The direction referred to shall be in substantially, the following form:

"To: Southwest Airlines Co.

"You are hereby directed to pay all monthly compensation allowable to me under Article 23 Section 4 contained in the current Agreement between Southwest Airlines Co. and the Union, while interned, held prisoner, hostage, or missing, as follows:

Initially, to:

(Name) (Address)

as long as living, and thereafter to

(Name) (Address)

as long as living, and thereafter to:

(Name) (Address)

as long as living.

"The balance, if any, and any amounts accruing after the death or legal determination of death of all persons named in the above designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

"The foregoing directions may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by the Company.

"Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

\_\_\_\_\_  
(Flight Attendant Signature)

Date:\_\_\_\_\_ Employee No.\_\_\_\_\_

2. Any payments due to any Flight Attendant under this provision which are not covered by a written direction, as above allowed, or as provided in paragraph 4.A. may be held by the Company for such Flight Attendant and, in the event of her/his death or legal determination of death, shall be paid to the legal representative of her/his estate. In the absence of a written direction from the Flight Attendant, the Company may choose, in its discretion, to disburse payments to the spouse of, or to the legal custodian of the minor children of, such Flight Attendant. As long as the Company acts in good faith in making such payments, the Company shall be fully released and acquitted from any liability or obligation to make further payment with respect thereto.

**G. SENIORITY**

Flight Attendants shall continue to retain and accrue all seniority for all purposes during periods in which they are interned, held prisoner, hostage, or missing because of acts of terrorism, acts of war, or sabotage.

**H. MONTHLY COMPENSATION DEFINITION**

“Monthly compensation” as used in Section 4.E. above shall be calculated in the same manner as base pay is calculated for purposes of salary continuation payments under Article 16.2.A.1, except that the sum of the 13 weeks pay shall be divided by 3, and the result will be the monthly compensation. Employees working less than 13 weeks prior to the event giving rise to payment hereunder shall have their monthly compensation calculated as described in Article 16.2.A.1, except that it shall be computed on a monthly basis.

**I. RELATIONSHIP WITH OTHER PROVISIONS**

Any payments made under the provisions of this section will be in lieu of any and all other payments provided for under this Agreement, except as specifically noted in the provisions of this section.

**5. LONG TERM DISABILITY INSURANCE (LTD)**

The benefits waiting period for the Flight Attendants under all Optional Long Term Disability Plans offered under the flexible benefit plans described in Section 1.A. above will be ninety (90) days.

## ARTICLE 24

### **GENERAL & MISCELLANEOUS**

1. All SWA Flight Attendants and their immediate families shall be allowed the same pass and reduced fare privilege afforded other SWA employees in accordance with Company policy.
2. A Flight Attendant will not be required to perform work normally assigned to a cleaner, provisioner, or ramp or operations agent. The Flight Attendant will make a reasonable effort to tidy up the aircraft.
3. In the event there is a shortage of payment in a Flight Attendant's pay check of \$100 or more due to Company error, and the Flight Attendant desires payment for such shortage prior to the next payday, the Flight Attendant shall notify the payroll department who will arrange for the payment for such shortage within three work days of normal office hours.
4. A Flight Attendant will be entitled to receive from the Company a copy of her/his entire personnel file upon request within five (5) days.
5. A Flight Attendant who, at the Company's request or who is subpoenaed, appears in connection with any occurrence arising out of the Flight Attendant's service with the Company will be paid for any such trips missed and such trips will count toward her/his monthly credit.
6. The basic Agreement shall be reopened for the purpose of negotiating rates of pay, rules and working conditions in the event that the Company places into service an aircraft other than the Boeing 737-200/300/500/600/700, or institutes meal service or international flights. Either party will give the other a sixty (60) day notice of intention to reopen the Agreement, unless a shorter period is mutually agreed upon. Notice to reopen hereunder shall be given in accordance with Section 6, Title I of the Railway Labor Act, as amended.
7. Flight Attendants are not required to wear their uniform when riding on the jump seat and not on duty. Flight Attendants will be required to wear their Company identification badge and comply with the Company dress code for non-revenue passengers.
8. Official check-rides may be conducted only by Southwest Airlines In-Flight Service Department management personnel or supervisors.

## **ARTICLE 25**

### **HEALTH & SAFETY**

1. The Company recognizes the importance of health and safety to Southwest Airlines and all Flight Attendants, and agrees to the formation and utilization of the Flight Attendants' Health and Safety Committee to be appointed by the Union. The Vice President of Inflight Services or her/his designee agrees to meet with the Union's Health Coordinator and Safety Coordinator on a monthly basis to discuss issues relating to Flight Attendants' health and safety, including but not limited to, regulatory compliance issues and Company and FAA required training.
2. Flight Attendants shall be provided safe equipment, working areas, and working conditions.
3. The Committee will review all job related Flight Attendant accidents, illnesses and Hazard Reports and will issue written recommendations which will be considered by the Company. The Committee will be provided with copies of all Flight Attendant occupational accident or illness reports. The Company will supply the results of any health or safety surveys conducted which affect Flight Attendants as they become available to Southwest Airlines.
4. The Company will inform Flight Attendants of potential environmental hazards.
5. Air contamination and noise level information, if monitored by government agencies and furnished to the Company, will be furnished to the Flight Attendants' Health and Safety Committee. The Company will continue to meet or exceed all Federal Aviation Regulations (FARs) pertaining to cabin air quality and noise levels applicable to aircraft operated by the Company. The Company will allow Union participation in any and all air quality and noise level studies performed by US government agencies. Designated representatives from the Union, Inflight Department, and Maintenance will meet as needed to discuss any areas of concern relative to cabin air quality and noise levels. Flight Attendant air quality and environmental complaints must be submitted to the Company within five (5) business days of knowledge of the condition. Such complaints will be acknowledged by the Company within five (5) business days after receipt. Within fourteen (14) business days thereafter, the Company will provide the Flight Attendant with a complete response or a status update. A copy of such response will also be provided to the Union President/designee.



6. Each Flight Attendant will be provided with one pair of ear plugs, and will be provided with one pair each year thereafter at Company expense. The Company, at its expense, will offer a baseline hearing test for all current Flight Attendants and all new hire Flight Attendants. On an annual basis, Flight Attendants will have notification of and access to hearing tests offered by the Company. The hearing tests will be offered in each location where a Flight Attendant Domicile is located. Such tests will be offered at no cost to the Flight Attendants. The results of the baseline tests and all subsequent tests will be retained in the Flight Attendant's medical file and a copy will be provided to the Flight Attendant.
7. The Flight Attendants' Health and Safety Committee will be notified and may send a representative to any and all Company health and safety meetings affecting Flight Attendants.
8. All stations shall be equipped with proper equipment, and personnel trained and qualified to assist crew members to clean up bodily fluids. If the Flight Attendant determines the risk level to be high, or if she/he encounters an extremely large spill of blood or bodily fluids, clean up will not be the responsibility of the Flight Attendant; instead, prescribed Company procedures will be followed to arrange for clean up of aircraft and disposal of waste.
9. Bomb threat searches of aircraft on the ground will not be conducted by Flight Attendants.
10. In the event that a Flight Attendant is exposed to a communicable disease or bodily fluids while on duty, the Company will offer testing and treatments recommended by appropriate governmental health care agencies at no cost to the Flight Attendant.
11. The Company is responsible for development of Flight Attendant training curricula; however, the Company will seek the views of and work with the Union regarding any Flight Attendant self defense training which may be offered.
12. The Company will provide security via electronic means or security personnel in all parking areas designated as Flight Attendant parking areas.
13. The Company will provide the Union with a minimum of two (2) seats on the Go Team aircraft. Inflight Go Team Members will be invited to participate in scheduled Bloodborne Pathogen Recurrent Training.
14. Subject to aircraft manufacturer's concurrence and any applicable confidentiality requirements, the Flight Attendants' Health and Safety Committee will participate in any future galley and cabin design studies in which the Company is involved.

15. Flight safety is a concern for both the Company and the Union. The following will apply in the event a Flight Attendant, while on a pairing, deems herself/himself unsafe to fly or perform required duties due to fatigue:
- A. The Flight Attendant shall notify Crew Scheduling immediately if she/he considers herself/himself unsafe to fly or perform required duties. Scheduling will accept the notification and pull the Flight Attendant for Company Convenience with pay. A Scheduling Report of Irregularity will be completed and forwarded to the Flight Attendant's Base Manager for review. Company Convenience pulls may be converted to Leave Without Pay if the Base Manager determines that the circumstances giving rise to the fatigue were not duty-related.
  - B. Upon notification of fatigue from a Flight Attendant, Crew Scheduling will schedule the Flight Attendant for a minimum of ten (10:00) hours uninterrupted rest. If possible, during the initial notification call, Scheduling will instruct the Flight Attendant to re-join her/his original pairing following the period of rest or reassign the Flight Attendant to a new pairing. If a reassignment cannot be accomplished at that time, the Flight Attendant will be required to call Scheduling at the end of the designated rest period. Scheduling will then reassign the Flight Attendant a pairing having a minimum two-hour report time or the Flight Attendant will be deadheaded as a Must Ride to her/his Domicile to sit Airport Standby or be released until her/his next scheduled pairing. The Flight Attendant will be compensated for the greater of her/his actual or originally scheduled trips, subject to subsequent review of the cause(s) giving rise to the fatigue, as discussed in Paragraph A above.

Fatigue calls will not be considered a chargeable occurrence under the Attendance Policy and will not affect Record Improvement, provided the fatigue was caused by operational or duty-related factors and the Flight Attendant is willing and able to accept reassignment following the period of rest.

## **ARTICLE 26**

### **UNION SECURITY**

1. Any Flight Attendant who, on the effective date of this Agreement, is eligible to become a member of the Union, will do so as a condition of continued employment with the Company. A Flight Attendant will become a Union member upon the completion of his/her initial probationary period. (First six (6) months of employment.) For the purpose of Article 26, a Flight Attendant shall be considered a member of the Union if she/he tenders the initiation fees and periodic dues uniformly required as a condition of membership.
2. All new Flight Attendants of the Company hired on or after the effective date of this Agreement, shall make application for membership in the Union within sixty (60) days after date of employment with the Company, and shall thereafter maintain membership in the Union as provided for in Paragraph 1 of this Article.
3. If a member becomes delinquent in the payment of his/her initiation fee or membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of initiation fee or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the Flight Attendant that she/he must remit the required payment within a period of fifteen (15) calendar days, or be discharged.
4. If upon the expiration of the fifteen (15) days, the Flight Attendant still remains delinquent, the Union shall certify in writing to the Company, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed, and is, therefore, to be discharged. The Company shall then take proper steps to discharge such Flight Attendant from the services of the Company. Such discharge shall be deemed to be for just cause.
5. Any determination under the terms of this Article shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee or membership dues, and not because of denial or termination of membership in the Union upon any other grounds.

6. Dues Check Off. During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues uniformly levied in accordance with the Constitution and By-Laws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "Check-Off Form", which shall be furnished by the Union. The Company will not be required to deduct monthly membership dues unless the Company has received a Check-Off Form and has not received a notice of revocation thereof as provided in the "Check-Off Form". The wording of the check-off form shall be as follows:

ASSIGNMENT AND AUTHORIZATION CHECK OFF OF UNION DUES

TO: SOUTHWEST AIRLINES

As provided in and subject to the terms of the Agreement between Southwest Airlines and the Transport Workers Union of America, AFL-CIO, Local 556, I hereby authorize the Company, as a benefit and service to me, to deduct monthly from my earnings my Union dues for that month in the amount established and levied in accordance with the Constitution and By-Laws of the Union and to pay such amount monthly to the designated officer of the Union.

I agree this authorization shall be effective from the date set forth below and shall continue for a period of one (1) year and shall continue in full force and effect from year to year unless I give the Company and the Union a written notice of revocation within the fifteen (15) day period prior to the anniversary date of this Agreement, and as provided by law, and if not so revoked by me, this authorization shall continue to be irrevocable except in the manner above during subsequent periods of revocation.

This authorization shall automatically be terminated if at any time the Union ceases to be my recognized bargaining representative.

Amount \_\_\_\_\_

Date \_\_\_\_\_

Employee Signature \_\_\_\_\_

Employee No. \_\_\_\_\_

7. All Check-Off Forms will be submitted through the Secretary/Treasurer of the Union who will forward the original signed copy to the payroll manager of the SWA Accounting Department. A properly executed Check-Off Form will become effective not later than two (2) weeks after it is received by the payroll section of the Accounting Department. Improperly executed forms will be returned to the Union.

## **ARTICLE 27**

### **GENERAL – UNION INFORMATION**

1. The Company shall cause to be printed and distributed to each Flight Attendant a copy of this Agreement within a reasonable amount of time after ratification of the Agreement. All new Flight Attendants will be given a copy of this Agreement during training.
2. Any deviation from this Agreement may be made by mutual agreement between the Company and the Union. Such mutual agreement must be in writing and signed by the parties thereto and will be printed and distributed by the Company to all Flight Attendants for addition to their Union contract.
3. During the term of this Agreement, it is understood and agreed that the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any slowdown, sitdowns, work stoppage, striking or picketing of Company premises.
4. At least five (5) Flight Attendants will be granted relief from flight status for purposes of official Union business. Relief will be requested by the President of Local 556, TWU, AFL-CIO. Such Flight Attendants shall be paid by the Company during such period, and the Union will reimburse the Company.
5. A bulletin board, including a locked, glass enclosed bulletin board that measures a minimum of three (3) feet by four (4) feet, will be provided by the Company at all Flight Attendant domiciles created under this Agreement for use by the Transport Workers Union of America, AFL-CIO, Local 556, for posting notices of Local 556 recreation and social affairs, Local 556 elections, Local 556 membership meetings and official notices from the Union. The Union and the Company will confer upon the location of the bulletin board. Posted notices shall not contain anything of a defamatory or personal nature attacking the Company or its representatives.
6. The Company will provide to the Union a monthly copy of current addresses and phone numbers of all Flight Attendants with the exception of unlisted numbers.
7. The Union will be permitted by the Company to utilize the individual mail boxes in the Flight Attendant lounge for all official Union business.
8. The In-Flight Services Department will recognize and utilize Union committees.
9. The Union will have a locked deposit box in the Flight Attendant crew lounge to be used for official Union business.
10. The Company will provide the Union upon hiring, the names and addresses of Flight Attendants who are eligible for Union membership.

11. An updated copy of the permanent Flight Attendant Seniority List will be mailed to the President of Local 556, TWU, AFL-CIO, monthly during the term of this Agreement.
12. The Company will provide positive space passes for Union business.
13. Upon request, the Company will provide the Local President with a list of all Flight Attendants on leaves of thirty (30) days or more and of Flight Attendants who have transferred to non-flying or supervisory duties. Current additions or deletions may be requested on a monthly basis. Such list shall be provided via electronic means and include names, employee numbers, dates leaves began and expected dates of return, if known.
14. The Company will provide sixty (60) minutes for the purpose of Union orientation on a regularly scheduled training day, other than the day of the final exam, during the new hire class period.
15. For purposes of conducting official Union business only, the President of the Union, or her/his designee, will be given, on a confidential basis, access to the following functions of the Crew Tracking System: open pairings not released to Open Time; Reserve reports; Flight Attendant and pairing transactions; restricted screens; MBL and No Show reports; and any other mutually agreed to functions/reports. The Union shall be responsible to maintain the confidentiality of any information so obtained.
16. The Company will provide the Union an available meeting room upon request in each domicile.
17. Management will inform Flight Attendants of their right to have a Union Representative present at any mandatory meeting.
18. The Union will be granted input in current and new technologies pertaining to the Flight Attendant workgroup.

## **ARTICLE 28**

### **SCHEDULING POLICY**

#### **1. PAIRING CONSTRUCTION**

- A. Turnarounds will consist of a maximum of seven (7) legs and a minimum of four (4) TFP (DPM).
- B. Each day of a multi-day pairing will be scheduled for a maximum of seven (7) legs and a minimum of four (4) TFP (DPM), except that pairings may be constructed with three full days of flying with a single deadhead only on the first or fourth day. Duty period minimums will not apply to the day with the single deadhead or the second day of shortback.
- C. On the first day each year that Daylight Savings Time goes into effect, Flight Attendant rest and/or duty schedules will be adjusted, if necessary, to ensure the Flight Attendant will receive her/his contractual crew rest or domicile break.
- D. To the extent possible, the number of pairings will be in accordance with the following guidelines. It is understood and agreed that these are guidelines only and that under no circumstances will the Company be required to increase staffing to meet these percentages. If meeting these guidelines causes the Company to incur substantial additional ADG or DHR cost, the Company and the Union will meet to discuss a solution. These guidelines may vary base to base.
  - 1. A minimum of six percent (6%) of the pairings will not have RONS.
  - 2. A minimum of twelve percent (12%) of the pairings will be constructed with a single overnight.
  - 3. A minimum of fifty-five (55%) of the pairings will be constructed with two overnights.
  - 4. No more than seventeen percent (17%) of the pairings will be constructed with three overnights.

#### **2. LINE CONSTRUCTION**

- A. Whenever multi-day pairings (2, 3, or 4 day pairings) appear on a line of time, check-in times will be consistent. If an excess of either A.M. trips or P.M. trips necessitates mixed check-in times on a line of time, the pairings will be scheduled so that there will be only one change from A.M. to P.M. or vice versa per line.

- B. All bid lines will be constructed with a minimum of forty-eight (48) hours free from all duty from end of debrief to check-in between scheduled blocks of workdays. A scheduled block of workdays may include multiple back to back pairings not to exceed four (4) consecutive days on the line each week. For example:
1. After two (2) consecutive two (2) day pairings, a Flight Attendant must have at least a continuous forty-eight (48) hour break free from all duty.
  2. One turnaround may be scheduled before or after a three (3) day pairing, followed by a continuous forty-eight (48) hour break free from all duty (debrief to check). Check-in times for the turnaround and three (3) day pairings will be consistent.
- C. All bid line holders will be guaranteed a minimum of thirteen (13) days off per month.
- D. To the extent possible, Flight Attendant bid lines will be constructed in accordance with the following guidelines. It is understood and agreed that these are guidelines only and that under no circumstances will the Company be required to increase staffing to meet these percentages.
1. 15% with sixteen (16) days off with weekends and holidays off; 5% of these will not have RONS;
  2. 20% with fifteen (15) days off with weekends and holidays off;
  3. 10% with fifteen (15) days off with three (3) weekends and holidays off;
  4. 15% with fifteen (15) days off with two (2) weekends off;
  5. 20% with sixteen (16) days off; 5% with no RONS;
  6. 20% with minimum of thirteen (13) days off.
  7. No more than fifteen percent (15%) of the lines in each base will be constructed of 3-day pairings with continuous seventy-two (72) hour breaks between each 3-day pairing (3-on-3-off).
  8. The percentage of the lines with single and double forty-eight (48) hour breaks will total no more than 18% and will be inclusive of 3-on-3-off lines.
- E. All VR lines will be built with a maximum of 130 TFP. VR lines will be constructed with a minimum of forty-eight (48) hours free from all duty from end of debrief to check-in between scheduled blocks of work days. A VR line may be scheduled two (2) times in a month with the minimum forty-eight (48) hours free from all duty; however, the remaining duty free periods on that VR line must be scheduled with seventy-two (72) hours or more, free from all duty.



3. **GENERAL**

- A. The Company will meet with the Scheduling Committee periodically to review and modify the line building rules, if necessary.
- B. The Company will consider recommendations from the Scheduling Committee regarding the generation of pairings.
- C. Upon request, the Scheduling Committee will be provided all pairing generation statistics.
- D. New Hire Flight Attendant lines for a partial month will only be constructed with pairings from Open Time and must be built prior to the Open Time release date in the existing month. New Hire placeholder screens will house pairings for assignment to new hires. These placeholder screens may not be used for any other purpose.
- E. A New Hire Flight Attendant will not be required to retain a bid line solely consisting of one-day and/or two-day assignments in her/his first full scheduled month, provided she/he notifies Crew Planning before the end of the protest period for the Primary Lines. Following notification, Crew Planning will construct a line of a different ilk for the New Hire.

## ARTICLE 29

### DOMICILES

#### 1. **DOMICILE BIDS**

If, during the term of this Agreement, the Company chooses to open additional Flight Attendant domiciles, the following rules shall apply:

- A. Input from the Union will be considered prior to the opening of any new Domicile. The Company will notify the Union in writing at least ninety (90) days prior to the opening of a Flight Attendant Domicile.
- B. All Flight Attendants, regardless of seniority, must maintain bids via electronic means, or all domicile listings on the "Southwest Airlines Domicile Bid" (hereinafter known as the Domicile Bid). Newly hired Flight Attendants will submit a Domicile Bid prior to completion of initial training.
- C. A Flight Attendant may revise her/his Domicile Bid at any time. Every change to the Domicile Bid will have the date/time automatically recorded.
- D. Each Domicile Bid will have provisions so that a Flight Attendant may bid on a contingency basis based on percentage position from the top of the seniority list for a specific domicile.
- E. All new domicile vacancies will be posted for bid at all domicile lounges via electronic means and on paper, and sent to TWU Local 556 offices not less than thirty (30) days prior to closing. If the original posted vacancy bid is changed, a new bid will be posted immediately. No new domicile bid will be altered within seven (7) days of closing. Such bids will include the date that the bid is effective, the number of vacancies, date of closing and any other relevant information. At closing, these vacancies will be awarded from Domicile Bid choices on file at the time of closing.
  - 1. All voluntary transfers to the new domicile will be awarded in seniority order from the Domicile Bid choices on file at the time of the closing. Any remaining vacancies in the new domicile will be filled in reverse system wide seniority order.
  - 2. All secondary vacancies created in existing domiciles will be filled in seniority order from vacancy bids on file at the time of the Domicile Bid closing. A secondary vacancy exists only when the number of Flight Attendants in a domicile falls below the number required in that domicile.

3. Any remaining vacancies will be filled in reverse order of seniority from the existing domiciles that remain overstaffed after the secondary vacancies created by the Domicile Bid are awarded.
- F. The results of each new domicile vacancy bid will be posted via electronic means and on paper at all domicile lounges and TWU Local 556 offices within forty-eight (48) hours of the closing of the vacancy bid. Flight Attendants will have seventy-two (72) hours after the award is posted to protest the new domicile vacancy bid award.
- G. All new vacancies put up for bid as well as all secondary vacancies left open by successful bidders will be available to all Flight Attendants in the system. No Flight Attendant will be involuntarily displaced from a domicile, except as provided herein. In the event that a reduction in Flight Attendants occurs in a domicile, this reduction will be posted as a domicile bid at least thirty (30) days prior to the reduction, except in the case of a reduction in force (wherein the provisions of Article 18 will apply) and the Domicile Bids on file at the time of closing will govern. If insufficient Flight Attendants have bid to leave the base, any Flight Attendants displaced will be done so in reverse seniority.
- H. All hours of service and scheduling regulations will apply to all domiciles.
- I. All training will be done at a site designated by the Company. Flight Attendants required to deadhead from their domicile shall be compensated for deadhead flights, plus per diem and hotel room, as well as applicable training compensation.

## **2. MOVING EXPENSES**

Moving expenses incurred in connection with transfer to a new domicile shall be compensated as follows:

- A. A newly established domicile shall be considered to be a "new domicile" for a period of twelve (12) consecutive months. Flight crews transferred during such period shall be considered as transferred at Company request and their moving expenses shall be paid by the Company per Paragraph 2.E. of this article.
- B. Moving expenses incurred during the training period incident to original employment, as a Flight Attendant, shall be borne by the individual. Flight Attendants who are recalled from furlough into a base other than their last assigned base will be moved at Company expense subject to the provisions of this section.

- C. Moving expenses of Flight Attendants who are assigned during a vacancy bid to domiciles which are not new domiciles shall be paid by the Company per Paragraph 2.E. of this article. A Flight Attendant is considered to be assigned for purposes of this paragraph if, due to his/her seniority, he/she would have been required to accept a vacancy bid regardless of the choices expressed on his/her Domicile Bid.
- D. Successful bidders on a vacancy bid shall pay their own moving expenses.
- E. Flight Attendants eligible for Company paid moving expenses under the provisions of this section shall be reimbursed per the following provisions:
  - 1. Actual moving expenses, including packing, unpacking, and insurance for household effects up to 18,000 pounds or 1,800 cu. ft., including up to sixty (60) days' storage. Normal and customary third party charges for actual moving expenses will include the disconnecting, disassembly, assembly, installation, or adjustment of electrical wiring, equipment, plumbing, or appliances. Any item of personal property may be included unless an additional surcharge or separate fee is charged for the item, in which case the excess charges will not be paid by the Company. This move may be accomplished in two stages.
  - 2. Twenty one cents (21¢) per mile or Company policy whichever is greater, for the first vehicle, and fifteen cents (15¢) per mile for the second vehicle, based on the shortest AAA mileage between old and new domicile. If a Flight Attendant chooses to have her/his vehicle shipped to the new domicile, the Company will pay the shipment charges up to the allowable mileage provided herein.
  - 3. Actual expenses (within reason supported by receipt) for meals and lodging enroute for the Flight Attendant and members of his/her dependent family with a maximum of \$100.00 per night per family for lodging as of the date of ratification.
  - 4. Travel time shall be allowed at the rate of one (1) calendar day for each 350 miles or fraction thereof plus one (1) additional day on each end of the move.
  - 5. For each day of travel time, a Flight Attendant shall receive pay for all lost trips, that were assigned prior to the confirmation of the move, or three (3.0) trips per day, whichever is greater.

6. Flight Attendants will only be “pulled from” and/or “recovered to” legs from the Flight Attendant’s affected pairing(s).

If Flight Attendants are unable to recover legs from her/his affected pairing(s), she/he will be credited for trips missed. A Flight Attendant pulled for travel time will not be required to fly additional pairings or Reserve days in place of her/his affected pairing(s).

When it becomes evident that a Flight Attendant will be required to deadhead to recover her/his affected pairing(s), Scheduling will inform her/him of the new schedule. At that time, the Flight Attendant may elect to work comparable trip(s) constructed from open time in lieu of recovering her/his affected pairing(s) if such comparable trip(s) are available in open time, or the Flight Attendant may elect to work day(s) of Reserve in lieu of recovering her/his affected pairing(s). The Flight Attendant will be compensated for the travel time pulls plus the comparable trip(s), or the pay for her/his affected pairing(s), whichever is greater.

7. If a Flight Attendant's present residence is other than the present domicile, the Company shall pay for the move from the Flight Attendant's present residence to the new domicile, but not greater than an amount equivalent to be paid for a move from his/her present domicile. The move must be to a location within 200 highway miles of the new domicile or to a location which is a Southwest city that is not greater than the equivalent of one and one-half (1.5) TFP from the new domicile. If the Flight Attendant elects the trip equivalent move, the move location must be within fifty (50) highway miles of the online airport.
8. The Company's obligation for a paid move to the new domicile shall terminate if not used within twenty-four (24) calendar months.
9. A Flight Attendant will be reimbursed for moving expenses associated with a self move, not to exceed the commercial move limits. Expenses will be substantiated by receipts.

### 3. **VACANCY BIDS**

- A. Vacancy bids for the purposes of movement between domiciles will be made available monthly. The Company will determine when a vacancy exists at a domicile due to adding additional aircraft to the schedule, new Flight Attendant classes and attrition.
- B. Domicile vacancies will be posted via electronic means and on paper for a period of fourteen (14) days prior to closing. The bid will include the number of vacancies in each domicile, the date the bid is effective and any other relevant information.
- C. The vacancies will be awarded by system seniority using the Domicile Bids on file. If a Flight Attendant(s) is forced out of her/his current domicile, that Flight Attendant(s) will be given return priority in order of seniority of those forced out of that specific domicile(s) only if the vacancy awarded will not cause displacement(s) elsewhere in the system. Any vacancies assigned will be done in reverse seniority.
- D. Any Flight Attendant may submit an updated Domicile Bid (with contingency) at any time prior to a vacancy bid closing.
- E. Moving expenses incurred by a successful vacancy bid will be paid by the Flight Attendant per paragraph 2.D. of this Article.
- F. Moving expenses of Flight Attendants who are assigned during a vacancy shall be paid by the Company per paragraph 2.E. of this Article.
- G. The Company will furnish TWU Local 556 with an updated seniority list reflecting any Flight Attendants successful in bidding a vacancy bid within twenty-four (24) hours of the bid closing via electronic means. Flight Attendants will have forty-eight (48) hours after the posting of the award to protest the vacancy bid award. In the event that a voice response unit is not available, the forty-eight (48) hour protest period will be extended to seventy-two (72) hours.
- H. If the Company elects to fill the vacancy, the Company, at its option after the sixth (6<sup>th</sup>) transfer, may fill the vacancy by hiring a new Flight Attendant.

### 4. **SATELLITE BASES**

Prior to or within ninety (90) days of the DOR of this Agreement, the Company and the Scheduling Committee will meet to mutually develop a protocol for testing Satellite Bases. If the Company elects to utilize Satellite Bases, a Satellite Base Sub-committee will be formulated with representatives from both parties who will develop the criteria, procedures, bidding structure, etc. for a Satellite Base(s).

## ARTICLE 30

### **PROFIT SHARING AND RETIREMENT**

#### **1. PROFIT SHARING PLAN**

- A. The employees covered hereunder shall be included in the Southwest Airlines Co. Profit Sharing Plan which became effective as of January 1, 1973, as it may be amended from time to time.
- B. It is recognized the Flight Attendants of Southwest Airlines depend on the Southwest Airlines Co. Profit Sharing Plan to provide for a significant portion of the Flight Attendants' retirement program.
- C. Should the Southwest Airlines Board of Directors take action to terminate the Plan, this Agreement will be reopened for the limited purpose of negotiating a plan to replace the Profit Sharing Plan.

#### **2. 401(k) / ROTH 401(k) PLANS**

- A. The Company will match any Flight Attendant's contribution to the 401(K) and/or Roth 401(K) Plan maintained by the Company, at a rate of \$1.00 for each \$1.00 contributed by the Flight Attendant, up to a maximum Flight Attendant contribution of 7.3%.

Effective January 1, 2009, the Company Match will be increased to 8.5%.

Effective January 1, 2011, the Company Match will be increased to 9.3%.

Effective January 1, 2011, a Roth 401(k) will be added and the Company Match for either plan will be the same.

- B. Vesting in General for 401(k) Company Match. A Member shall have a vested and nonforfeitable interest in that vested percentage portion of the balance credited to the Member's Matching Contributions Account at any time determined by reference to her/his completed years of Vesting Service in accordance with the following schedule:

<u>Completed Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 1 year	0%
1 year	20%
2 years	40%
3 years	60%
4 years	80%
5 years	100%

- C. Accelerated Vesting. A Member shall be fully vested and have a nonforfeitable interest in the balance credited to her/his Matching Contributions Account if:
1. The employee becomes medically disabled; or
  2. The employee retires at or after age 65; or
  3. The employee retires with at least 25 years of credited service or, at or after age 55 with at least 15 years of credited service, or at or after age 60 with a minimum of 12 year's service with the Company, or at or after age 61 and one-half (61½) with a minimum of 10 years' service with the Company.
- D. 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 shall also be offered to Employees covered by this Agreement. This provision does not apply to investment options offered by the Southwest Airlines Pilots Association 401(K) Plan, which is separately administered by SWAPA.
- E. Upon request, the Chairperson of the Southwest Airlines Profitsharing/ 401(K) Committee, or his/her designee, will meet with the President of the Union, or her/his designee, following any normally scheduled meetings of the Profitsharing/ 401(K) Committee to provide a briefing and update on any decisions made by the Committee.
- F. Upon implementation of the new programs necessary to accomplish this purpose, the Company will agree to include Option Exercise Profits, in the year in which options are exercised, in the definition of "compensation" in the Southwest Airlines Co. 401(k) Plan on which the Company match or contribution is paid.



- G. If the Company's matching contribution for the benefit of a Flight Attendant exceeds the amount that may be contributed to the 401(k) plan for the benefit of such Flight Attendant, due to reasons including, but not limited to, potential violations of the nondiscrimination requirements or legal limits, the excess amount will be paid in cash to the Flight Attendant as soon as the determination is made that the amount may not be contributed to the plan.
- H. Matching contributions will be made at the same time that the Flight Attendant's contributions are made.

3. **GENERAL**

- A. See Article 16 Sick Leave / OJI for a full detail of the Flight Attendant Retiree Health Care, Life Insurance, and AD&D.

## **ARTICLE 31**

### **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 32**

### **ATTENDANCE POLICY**

The Attendance Policy for Southwest Airlines Flight Attendants is, unless otherwise specified, based upon calendar Quarters, and shall be as follows:

#### **1. REPORTING PROCEDURE**

In all cases of absence, a Flight Attendant will be required to call Crew Scheduling.

- a) Unless otherwise specified, the call will be valid only for the Flight Attendant's next scheduled pairing. Sick calls may be reported to Crew Scheduling a maximum of two calendar (2) days prior to scheduled departure. The Flight Attendant may specify a longer period, covering pairings beginning within the five (5) consecutive calendar days following the call. A period of more than five (5) consecutive calendar days may be pulled by the Flight Attendant's Supervisor, if supported by a doctor's statement provided to the Supervisor during the first five (5) consecutive calendar days following the initial sick call.
- b) Unless otherwise specified, a Reserve Flight Attendant's call shall be valid only for one day. The Reserve Flight Attendant may specify a longer period, up to five (5) consecutive calendar days following the call. A period of more than five (5) consecutive calendar days may be pulled by the Flight Attendant's Supervisor, if supported by a doctor's statement provided to the Supervisor during the first five (5) consecutive calendar days following the initial sick call.

#### **2. TIMELINESS OF REPORTING**

A Flight Attendant must check in with Crew Scheduling via the computer in the Flight Attendant lounge or the designated checkin telephone for each domicile at least one (1) hour prior to scheduled push of the aircraft. Sick calls must be made to Crew Scheduling at least two (2) hours prior to scheduled push of the aircraft.

Sick calls for a Flight Attendant on Reserve must be made to Crew Scheduling prior to being contacted by Crew Scheduling for an assignment. Sick calls for Flight Attendants on Reserve will be treated as follows:

- a) Sick calls for Flight Attendants on Reserve reported at the time of assignment; or after receiving an assignment, but more than two (2) hours prior to scheduled flight departure, will be treated as stated in Article 11.14.A; or

- b) Sick calls for Flight Attendants on Reserve reported less than two (2) hours prior to scheduled flight departure or Airport Standby assignment will be treated as a "Reported Illness Less Than Two (2) Hours" prior to scheduled flight departure.

### 3. DEFINITIONS

- a) No Show. 1) When a Flight Attendant fails to check in with Crew Scheduling at the time designated or checks in and does not make the scheduled departure either on an originator flight or at an outstation; 2) being unavailable for contact on unscheduled ground time caused by irregular operations; or 3) being unavailable for contact because the Flight Attendant failed to take a scheduled deadhead.
- b) Failure to Report (FTR). When a Flight Attendant fails to check in at the time designated, the No Show will be reduced to a Failure to Report if:
  - i) The Flight Attendant contacts Scheduling prior to another Flight Attendant being assigned the pairing; or if
  - ii) Scheduling contacts the Flight Attendant in the Flight Attendant lounge prior to assigning the No Showed pairing. However, Scheduling has no obligation to attempt to contact the Flight Attendant; or if
  - iii) A Flight Attendant meets the provisions as stated in Sections 11 and 12 of this Article.
- c) Reported Illness. When a Flight Attendant calls prior to two (2) hours of scheduled departure to report that she/he will not report to work because of her/his personal illness/injury. (Limited to one continuous occurrence of illness per Quarter, and must be supported by a personal illness note or a doctor's statement.)
- d) Reported Illness for Recurrent Training. Calling in sick for Recurrent Training will be treated as a reported illness, and consistent with past practice, will be without pay. Calling in sick less than two (2) hours prior to the scheduled time of class will be treated as a Failure to Report to Training Class.
- e) Reported Illness (no personal illness note or doctor's statement or after utilizing one (1) personal illness note or doctor's statement in the Quarter). When a Flight Attendant calls prior to two (2) hours of scheduled departure to report that she/he will not report to work because of her/his personal illness/injury, and does not provide a personal illness note or

doctor's statement or has already utilized a personal illness note or doctor's statement in the same Quarter. See Section 3(j).

- f) Reported Illness Less Than Two Hours Prior to Scheduled Flight Departure. When a Flight Attendant calls in sick less than two (2) hours prior to scheduled flight departure.
- g) Sick Leave on Line (no personal illness note or doctor's statement or after utilizing one (1) personal illness note or doctor's statement in the Quarter). When a Flight Attendant reports to work but fails to complete her/his scheduled pairing because of personal illness, and does not provide a personal illness note or doctor's statement or has already utilized a personal illness note or doctor's statement in the same Quarter. See Section 3(j).
- h) M.B.L. (Might be Late). When a Flight Attendant calls prior to checkin and reports that she/he might be late.
- i) Failure to Report to Training Class. When a Flight Attendant fails to report to a scheduled training class by the scheduled time of class.
- j) Single Continuous Occurrence of Illness. When a Flight Attendant is continuously ill or disabled due to a single illness or occurrence. Separate sick calls relating to a Single Continuous Occurrence of Illness must be made within fourteen (14) days after the ending of the last day of absence due to the initial report of illness. Such separate sick calls must be linked by a written doctor's statement verifying that the sick calls relate to a Single Continuous Occurrence.
- k) Unable to Contact (U.T.C.). Being unavailable for contact during contact hours while on reserve. A U.T.C. will be treated the same as a No Show.

#### **4. DOCTOR'S STATEMENT**

A Flight Attendant utilizing a doctor's statement to excuse her/his absence must furnish it to a Supervisor or Leave Specialist prior to or on the next scheduled pairing or within seven (7) working days, exclusive of Saturdays, Sundays, and Holidays, after the ending of the last day of absence due to the initial report of illness, whichever is earlier.

Failure to report an absence due to illness/injury, whether or not verified by a doctor's statement, will be chargeable as a No Show.

The doctor's statement for verification of an illness/injury must contain the following information, or it will be deemed unacceptable:

1. Date(s) of illness/injury.
2. Date(s) of treatment.
3. If applicable, connection to any other illness or occurrence which would constitute a Single Continuous Occurrence (i.e. the doctor's statement indicates the absences are related.)
4. Date Employee can return to full duty.
5. Doctor's, Nurse Practitioner's, or Physician Assistant's signature.

The following standards are intended to clarify the procedures required under this paragraph 4 for furnishing a doctor's statement prior to or on the next scheduled pairing, or within seven (7) working days, exclusive of Saturdays, Sundays, and Holidays, after the ending of the last day of absence due to the initial report of illness, whichever is earlier and are the agreed upon procedures to be followed in the event a doctor's statement, provided under this paragraph 4, is deemed unacceptable because it fails to provide the information required:

1. Flight Attendants are strongly encouraged to turn in doctor's statements directly to their Supervisor to avoid any misunderstandings.
2. If the Flight Attendant turns in the doctor's statement directly to a Flight Attendant Supervisor, it is the Supervisor's obligation to determine whether the statement is acceptable at that time and inform the Flight Attendant. If the Supervisor does not tell the Flight Attendant at that time that the statement is unacceptable, the note is deemed to be acceptable.
3. If the Flight Attendant provides the doctor's statement in any manner other than directly to such Flight Attendant Supervisor, the Supervisor will notify the Flight Attendant of the note's unacceptability by making a notation in the Message Section of the Lounge Computer Screen showing the Flight Attendant's schedule that the note is unacceptable. The Flight Attendant who provided a doctor's statement in a manner other than by directly furnishing it to the Supervisor is obligated, at the termination of the scheduled pairing, to check the Computer Screen to determine whether the doctor's statement has been deemed acceptable.
4. If the doctor's statement is deemed unacceptable because it has failed to provide required information (whether the notice of unacceptability is provided in person or through the Computer Screen), the Flight Attendant must provide a statement that is acceptable within five (5) calendar days from the termination of the scheduled pairing that such Flight Attendant is working. If the corrected statement is not provided within that five (5) calendar day period, the occurrence will be treated as if no doctor's statement had been provided.

5. The procedure outlined above does not extend the time for providing the original doctor's statement and is intended only to provide a procedure for correcting deficiencies in a doctor's statement.
6. Once it is determined that a Flight Attendant's attendance points will not be reduced by a doctor's statement or a personal illness note, the Company will record in the Flight Attendant's Personnel File any Letter of Discipline issued as a result of the recent sick call(s). Effective DOR for entries going forward, if letters of discipline pertaining to attendance warnings are incorrectly recorded in a Flight Attendant's personnel file, such entries will be obliterated to make them unreadable.
7. In situations that a Flight Attendant reports ill for a Single Continuous Occurrence of Illness and such illness is not broken by the Flight Attendant returning to work, the Flight Attendant must submit a doctor's statement prior to, or on, the next scheduled pairing, or within seven (7) working days, exclusive of Saturdays, Sundays, and Holidays, after the ending of the last day of absence of the illness, whichever is earlier.
8. In situations that a Flight Attendant reports ill and returns to work, but later reports ill for a Single Continuous Occurrence of Illness, the Flight Attendant must submit a timely doctor's statement or PIN in accordance with sections 32.4 & 32.5 of this agreement for the first portion of the illness, and provide a separate doctor's statement linking the illness prior to, or on, the next scheduled pairing, or within seven (7) working days, exclusive of Saturdays, Sundays, and Holidays, after the ending of the last day of absence of the Single Continuous Occurrence of illness, whichever is earlier.

## **5. PERSONAL ILLNESS NOTE (PIN)**

- a) In order to facilitate the timely removal/reduction of attendance points, a Flight Attendant utilizing a personal illness note to excuse her/his absence must furnish the note to a Supervisor or Leave Specialist prior to, or on, the next scheduled pairing, or within seven (7) working days, exclusive of Saturdays, Sundays, and Holidays, after the ending of the last day of absence due to the initial report of illness, whichever is earlier.
- b) A personal illness note may not be utilized to excuse an absence falling on Black Out Dates as defined below. Personal illness notes may be used no more than once per quarter up to four (4) times a year and will only reduce attendance points associated to timely sick calls. The maximum allowable duration of a personal illness note is not to exceed seven (7) consecutive days.

- i. PINs may reduce attendance points for chargeable occurrences of illness (sick calls) reported at least two (2) hours prior to scheduled flight departure or two (2) hours prior to the beginning of an assigned Airport Standby duty.
- ii. PINs will not reduce attendance points associated with No Show, FTR, Reported illness less than two (2) hours to scheduled flight departure, MBL, Failure to report to training class, or Reserve – Untimely Report of Illness.
- iii. PINs may be accepted in lieu of a quarterly doctor's statement only as stated above.
- iv. PINs may not be used during the same quarter as a quarterly doctor's statement unless they are used in conjunction with a Single Continuous Occurrence as stated in 3(j).
- v. **Black Out Dates**
  - 1. New Year's Day (January 1<sup>st</sup>)
  - 2. Valentine's Day (February 14<sup>th</sup>)
  - 3. Easter Sunday
  - 4. Memorial Day
  - 5. Independence Day (July 4<sup>th</sup>)
  - 6. Labor Day
  - 7. Thanksgiving Day
  - 8. The Friday after Thanksgiving Day
  - 9. Christmas Day (December 25<sup>th</sup>)
  - 10. New Year's Eve (December 31<sup>st</sup>)
- c) Flight Attendants are encouraged to submit personal illness notes directly to a Base Supervisor or Leave Specialist.
- d) E-mailed PINs will be accepted only when received from the Flight Attendant's SWA e-mail account routed to a designated e-mail account established by the Company for receipt of PINs.
- e) PINs must contain the following information in order to be accepted:
  - i. Date(s) of illness/injury
  - ii. Brief statement from Flight Attendant confirming their wish to utilize their PIN for the specified illness/injury
  - iii. The Flight Attendant's signature and Employee number will be accepted via electronic means (only through SWA email accounts—the signature requirement is satisfied by the use of this email account) or may be submitted in person. The Company will send confirmation of receipt of the PIN.



## 6. CONTROL PROCEDURE

Absences as described above will be recorded in the following manner.

<b><u>Occurrences</u></b>	<b><u>Points Assigned</u></b>
No Show	2 ½
Failure to Report	1
Reported Illness (including Recurrent Training) - Up to one Doctor's Statement per Quarter (unless PIN used)	0
One Personal Illness Note in a Quarter	0
Reported Illness (including Recurrent Training) – No Personal Illness Note or Doctor's Statement or after utilizing one in the Quarter	½ point per day on the sick list, with a maximum of 2½ points per single continuous occurrence of illness. See Section 3(j) for Doctor's Statement requirement.
Reported Illness Less Than Two (2) Hours Prior to Scheduled Push	2½
Sick Leave on Line - No Personal Illness Note or Doctor's Statement or after utilizing one in the Quarter	½ point for each day or part of a day missed.
M.B.L. (First time in the calendar quarter)	0 - providing the Flight Attendant arrives at the A/C at least fifteen (15) minutes prior to scheduled departure; may be utilized once per Calendar quarter. If a Flight Attendant M.B.L.'s and does not arrive at the A/C at least fifteen (15) minutes prior to scheduled departure, it may be considered a No Show.
M.B.L. (any additional times in the calendar quarter)	½
Failure to Report to Training Class	1
Reserve - Untimely Report of Illness	½

Employees receiving chargeable occurrences for absenteeism will receive the following disciplinary action as the points associated with those occurrences accumulate:

0 - 4½	No action taken
5 - 6½	Counseling
7 – 9	Written Warning
9½ - 11½	Final Warning (possible termination for overall job performance)
12	Termination of Employment

NOTE: It is up to the individual Flight Attendant to know the status of her/his own point accumulation. The Company shall provide the Flight Attendant's current point status via electronic means or on paper upon request. Flight Attendants should feel free to contact their supervisors at any time for counseling regardless of their accumulated points. Warning letters will be sent to the Flight Attendant's SWA email account. Points will continue to accumulate even if warning letters are unable to be sent or received or counseling is unable to be timely given due to the rapid accumulation of points by the Flight Attendant.

## **7. RECORD IMPROVEMENT**

A. A Flight Attendant may Record Improve in one of the following ways each Quarter:

1. No Chargeable Occurrences During A Quarter: For each calendar Quarter during which a Flight Attendant is active for the entire Quarter and has no chargeable occurrences during the entire Quarter, two (2.0) points will be deducted from the Flight Attendant's accumulated point total until the total reaches zero (0). Time on leave of absence other than a single OJI occurrence of four (4) working days or less (limited to once per calendar year), funeral leave, and jury duty will not permit Record Improvement. An M.B.L. for which no points are charged will not count as a chargeable occurrence.
2. Perfect Attendance During A Quarter: For each Calendar Quarter during which a Flight Attendant is active for the entire Quarter and has perfect attendance during the Quarter, two (2.0) points will be deducted from the Flight Attendant's accumulated point total. If the total reaches zero (0), any remaining points up to a maximum of (2.0) points will go into the Flight Attendant's "Attendance Points Bank." Having no chargeable occurrences does not equate with having perfect attendance. Time on leave of absence other than funeral leave or jury duty will not permit Record Improvement. An M.B.L. for which no points are charged will not count against perfect attendance.

3. Fourth Quarter Record Improvement Bonus (only available in the Fourth Quarter): A Flight Attendant who has four (4) or fewer points at the end of the Fourth Quarter and who did not accumulate more than one (1) point since October 1st will have her/his record reduced to zero (0) points. An M.B.L. for which no points are charged will not count against the Fourth Quarter Record Improvement Bonus.

**NOTE:** At the end of the Fourth Quarter, a Flight Attendant's record will be reviewed and if the Fourth Quarter Record Improvement Bonus applies, the Flight Attendant will be accorded the greater points benefit from among the alternative methods of record improvement for which the Flight Attendant qualifies for that Quarter.

- B. December Record Improvement Bonus: A Flight Attendant's point accumulation will be reduced by one (1.0) point (or the Flight Attendant's Attendance Points Bank increased by one (1.0) point, whichever is applicable) if the Flight Attendant has perfect attendance in the month of December. Time on leave of absence other than funeral leave or jury duty will not permit the Flight Attendant to receive the December Record Improvement Bonus. An M.B.L. for which no points are charged will not count against the December Record Improvement Bonus. The December Record Improvement Bonus will be in addition to any Record Improvement earned under Sections A. 1-3.
- C. Attendance Points Bank: The maximum points that a Flight Attendant may "bank" is six (6.0) points. Exception: The maximum will be seven (7.0) points to include the December Bonus Point, if applicable.
- D. 16 Month Roll Off: Points will be deducted from the Flight Attendant's accumulated point total 16 months after the event for which the points were charged. Once a Flight Attendant reaches zero (0) points, the Flight Attendant has a "fresh start" in point accumulation. However, attendance events that happened prior to the Flight Attendant reaching zero points, but that are within 16 months, although deducted from the Flight Attendant's total point accumulation, may be considered in the Company's assessment of a Flight Attendant's overall job performance.

## **8. ABUSE OF SICK LEAVE**

Using sick leave or sick pay for a purpose other than a legitimate illness constitutes abuse unless otherwise permitted by this Agreement. Abuse of sick leave or sick pay shall subject an employee to termination.

## **9. EXCUSED TIME OFF**

Approved leaves of absence will not result in point accumulation under the Attendance Policy. Similarly, other than as stated above, they will not permit a Flight Attendant to Record Improve.

## **10. SPECIAL CIRCUMSTANCES**

Special circumstances will be handled on an individual basis at the sole discretion of the Company.

## **11. NO-SHOW POLICY**

A Flight Attendant who has no-showed a pairing may elect to recover her/his originally assigned pairing by contacting Scheduling. Upon being contacted, Scheduling will determine if it is operationally feasible to recover the pairing if the original pairing is available. Scheduling and the Flight Attendant will determine the best point to recover the pairing.

The Flight Attendant will be returned to her/his original schedule as quickly and economically as possible. However, returning a Flight Attendant to her/his original scheduled pairing will not result in additional cost to the Company. Any deadhead(s) required to position the Flight Attendant will not be paid and the Flight Attendant will not be paid for any TFP missed.

If the Flight Attendant cannot be returned to her/his original schedule, she/he may be offered, but is not obligated to accept, a reassignment to another pairing or portion of a pairing. If available, Scheduling will offer the Flight Attendant an assignment for the same number of workdays, but may offer a shorter or longer pairing.

If the Flight Attendant accepts the assignment she/he will be paid the actual TFP flown. Premium pay will only apply if the Flight Attendant's original assignment was paid at a premium. The pay for the new pairing will serve as the original pay for later reassignments.

A Flight Attendant who no-shows at an outstation will be returned to her/his original assignment when possible (without generating additional costs) once she/he contacts Scheduling. If the Flight Attendant deadheads to recover her/his pairing, the deadhead will not be paid. If it is not operationally feasible to recover the pairing, the Flight Attendant may be used to cover flying out of the station where the no-show occurred. In the event of an operational necessity, Scheduling may deadhead the Flight Attendant to another station to cover flying not part of her/his original assignment. In this case, the Flight Attendant will be paid for the deadhead and work performed.

**A. Converting a No-Show to a Failure to Report (FTR)**

If a no-showed Flight Attendant reports for duty prior to departure of the flight and is available to replace the Airport Standby (APSB), Reserve, or rescheduled Flight Attendant without causing a delay, she/he will be allowed to work her/his original assignment. The no-show will be converted to a FTR. The Flight Attendant will be assessed one (1) attendance point for the FTR.

If an APSB covered the no-show, she/he will be returned to APSB status. If a Ready Reserve (RR) covered the no-show, the RR may be assigned another pairing, assigned to APSB, placed back on call, or released from duty. If a Flight Attendant was rescheduled to cover the no-show, she/he will be returned to her/his original pairing, rescheduled to another pairing, or released from duty. If the Flight Attendant is released from duty, her/his release time will be adjusted accordingly in the computer system. The Flight Attendant will be pay-protected from her/his original pairing.

If the Flight Attendant does not accept a pairing from Open Time on the day of the no-show, she/he will be allowed to accept a pairing from Open Time only (during the life of the originally no-showed pairing). The Flight Attendant must speak directly to a Scheduler to be assigned a pairing from Open Time.

If there is no available Open Time to offer the Flight Attendant at the time of the no-show, the Flight Attendant has the option to call Scheduling at a later time and pick up flying that may have been added to Open Time since the no-show. If no Open Time is available over the entire no-show period, Scheduling has the option to allow the Flight Attendant to sit Reserve for the remaining day(s) of her/his scheduled pairing. The Reserve block will pay the greater of 6.0 TFP times the number of Reserve days in the block, or what is actually flown during the block. The Flight Attendant must be available for a full day of Reserve duty.

**B. Unable to Contact (UTC)**

Reserves who cannot be contacted for a Reserve assignment will be given a UTC for the Reserve day and charged 2.5 attendance points per the Contract. If a Reserve contacts Scheduling after being assessed a UTC, she/he will be returned to Reserve status if there are six (6:00) hours or more left in her/his callout period that day and her/his guarantee of 6.0 TFP will be restored for that day. If the Reserve flies the pairing that she/he was originally scheduled/contacted to fly, the UTC will be reduced to a FTR. If the original assignment is unavailable, the UTC remains.

**C. No-Show of a Scheduled Deadhead**

A Flight Attendant is required to take her/his scheduled deadhead(s) unless released from the requirement by Scheduling. A Flight Attendant who does not take her/his deadhead(s) and has not been released by Scheduling will be assessed a no-show if the Flight Attendant is needed for a reassignment.

**D. Might Be Late (MBL)**

Scheduling will accept a MBL from the individual Flight Attendant who might be late only; Scheduling will not accept a MBL from a third party.

**12. MBL, FTR, NO-SHOW, AND UTC POLICY FOR AIRPORT STANDBY RESERVES**

- A. If Scheduling contacts a Reserve for an APSB assignment and the Reserve receives a UTC, the UTC will be reduced to a FTR if the Reserve reports for APSB at the originally scheduled time or if she/he received a flying assignment pushing within one (1:00) hour of the original APSB time.
- B. If a Reserve is assigned Airport Standby and Scheduling has assigned a flying assignment to the Reserve that departs within one (1:00) hour of the original report time of the APSB assignment, the following will apply:
  - 1. If the Reserve calls to MBL for the APSB assignment, the Reserve will be considered a no-show if she/he is unable to make the original flying assignment without causing a delay.
  - 2. A Reserve who has received a no-show for the APSB assignment and is able to make the original flying assignment without causing a delay, will have the no-show removed and will be given a FTR.
- C. If a Reserve is assigned Airport Standby and Scheduling has not assigned a flying assignment to the Reserve that departs within one (1:00) hour of the original report time of the APSB assignment, the following will apply:
  - 1. If the Reserve calls to MBL for the APSB assignment, the Reserve will be considered a no-show if she/he has not reported for duty one (1:00) hour after the original report time of the APSB assignment.
  - 2. A Reserve who has received a no-show for the APSB assignment and reports for duty no later than one (1:00) hour after the original report time will have the no-show removed and will be given a FTR.

## ARTICLE 33

### COMMUTER POLICY

1. Flight Attendants utilizing air transportation on Southwest Airlines, or Flight Attendants who have listed and presented themselves on a minimum of two (2) consecutive scheduled flights on an off-line carrier, must make all reasonable efforts to arrive in the domicile one (1) hour prior to her/his scheduled check-in time or thirty (30) minutes prior to contact time on the first day of a Reserve block. However, if a flight upon which the Flight Attendant had listed and presented herself/himself encounters irregular operations, weight restrictions, downsized aircraft, lack of available seating (cabin or jumpseat), or is significantly delayed (posted at least thirty (30) minutes or more late), and such flight(s), including intermediate stop(s) and/or connecting flight(s), was scheduled to arrive in the domicile one (1) hour prior to scheduled check-in time, or thirty (30) minutes prior to contact time on the first day of a Reserve block, the Flight Attendant shall notify Crew Scheduling as soon as possible prior to scheduled check-in or contact time. Crew Scheduling will then have the option of assigning the Flight Attendant to any one of the following and will so advise the Flight Attendant as soon as possible:

**A. For Lineholding Flight Attendants:**

1. Require the Flight Attendant to list and present herself/himself for transportation on a flight that will arrive at the domicile prior to the scheduled departure of the first flight of the Flight Attendant's scheduled pairing;
2. Allow the Flight Attendant to rejoin the Flight Attendant's scheduled pairing at the SIP or at a point mutually agreed upon between the Flight Attendant and Crew Scheduling;
3. Give the Flight Attendant another pairing;
4. Assign the Flight Attendant as Airport Standby Reserve at the Southwest outstation;
5. If the Flight Attendant is assigned as Airport Standby Reserve under 4. above and not assigned a pairing within four (4) hours after being designated Airport Standby Reserve, the Flight Attendant will call Scheduling and at that time be assigned to a pairing the following day;
6. If the options above are not used by Crew Scheduling, the Flight Attendant will be granted a personal leave for the Flight Attendant's scheduled pairing. If the Flight Attendant is granted a personal leave, she/he will be

required to pick up comparable open time to replace the pairing lost within thirty (30) days after the date of the personal leave. In such cases, the personal leave will not count against perfect attendance. If the Flight Attendant does not pick up open time within thirty (30) days, Crew Scheduling may assign the Flight Attendant to comparable open time and provide notification of the assignment.

**B. For Flight Attendants sitting Reserve:**

1. Upon arrival in domicile, return the Flight Attendant to Reserve status if there are six (6:00) hours or more left in her/his callout period that day and her/his guarantee of six (6.0) TFP will be restored for that day.
  2. Assign the Flight Attendant as Airport Standby Reserve (APSB) at the Southwest outstation. The maximum duty time to sit as an APSB will not exceed five (5:00) hours.
  3. Require the Flight Attendant to list and present herself/himself for transportation on a flight that will arrive at the domicile prior to any subsequent contact hours.
  4. If the options above are not used by Crew Scheduling, the Flight Attendant will be granted a personal leave for the Flight Attendant's scheduled Reserve day and the Reserve guarantee will be reduced accordingly. In such cases, the personal leave will not count against perfect attendance.
2. As used in Paragraph 1.A.6 above, the term "comparable open time" shall mean a 3-day for a 3-day; a 4-day for a 4-day; a 2-day for a 2-day; and a 1-day for a 1-day.
  3. The Flight Attendant will not be compensated for the trips lost due to the personal leave. Flight Attendants will be compensated for trips actually flown if given another assignment. If the Flight Attendant is assigned as an airport reserve and not used that day, the Flight Attendant will be credited as an Airport Standby Reserve.
  4. A Flight Attendant scheduled on a pairing which originates with a deadhead(s) may pick up the trip at the outstation from which the first working leg departs. When the Flight Attendant chooses not to take the scheduled deadhead(s) and complies with the following procedures, the Flight Attendant will be compensated for the deadhead(s). In such situations, the Flight Attendant must do the following:
    - A. Call Crew Scheduling no later than the check-in time of the original pairing in the domicile to advise that she/he will not be taking the scheduled deadhead leg(s); however, the call must be made no more than six (6:00) hours prior to the scheduled check-in time; and



- B. Confirm her/his arrival at the outstation from which the first working leg of the pairing departs. This confirmation must occur at least thirty (30) minutes prior to the scheduled departure of the first working leg.

Failure to comply with these procedures will result in a no-show for the pairing. All provisions of the No-Show Policy in Article 32 will apply.

The Flight Attendant's duty day will begin thirty (30) minutes prior to the scheduled departure of the first working leg.

- 5. Flight Attendants do not have the option to MBL when checking in at outstations. When a Flight Attendant checks-in at a domicile, she/he may MBL or be covered by the provisions in paragraph one (1) above, but not both.

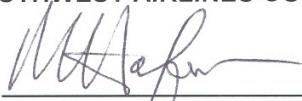
## **ARTICLE 34**

### **DURATION AND TERMINATION**

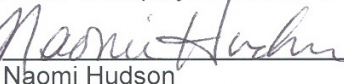
This Agreement shall become effective June 1, 2008 , and shall continue in full force and effect through May 31, 2012, and thereafter such Agreement shall be effective from year to year unless written notice of termination or intended change is given by either party hereto at least sixty (60) days prior to June 1, 2012, or any June 1 thereafter.

Signed this 27<sup>th</sup> day of July, 2009:

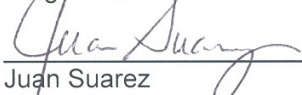
**SOUTHWEST AIRLINES CO.**

By:   
Mike Hafner  
Vice President  
Inflight Services

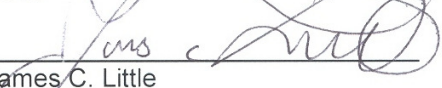
By:   
J. Joe Harris  
Vice President  
Labor & Employee Relations

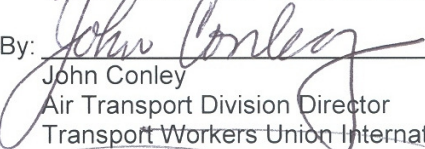
By:   
Naomi Hudson  
Director Strategic Planning &  
Communications  
Inflight Services


By:   
Brendan Conlon  
Director Crew Operations  
Inflight Services

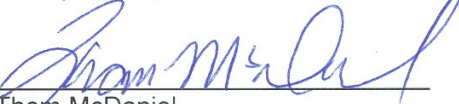
By:   
Juan Suarez  
Associate Labor Counsel  
Labor & Employee Relations


**TRANSPORT WORKERS UNION OF AMERICA,  
AFL-CIO**

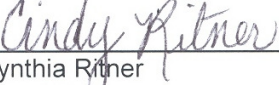
By:   
James C. Little  
President  
Transport Workers Union International, AFL-CIO

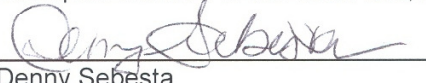
By:   
John Conley  
Air Transport Division Director  
Transport Workers Union International, AFL-CIO


By:   
Garry Drummond  
International Vice President  
Transport Workers Union International, AFL-CIO

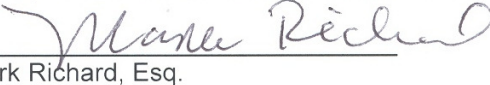
By:   
Thom McDaniel  
President and Lead Negotiator  
Transport Workers Union Local 556, AFL-CIO

By:   
Val Lorian  
Negotiator  
Transport Workers Union Local 556, AFL-CIO

By:   
Cynthia Ritner  
Negotiator  
Transport Workers Union Local 556, AFL-CIO

By:   
Denny Sebesta  
Negotiator  
Transport Workers Union Local 556, AFL-CIO

By:   
Don Shipman  
Negotiator  
Transport Workers Union Local 556, AFL-CIO

By:   
Mark Richard, Esq.  
Strategic Advisor  
Transport Workers Union Local 556, AFL-CIO

**Date of Ratification:** May 18, 2009

## SIDE LETTER 1

This letter is to confirm conversion of sick day(s) to sick trip(s) and sick trip(s) to sick day(s). As per the conversation on September 1, 1986 between Bill Miller and Mary Ravella.

This amount was arrived at by:

1650 hrs Teamsters contract divided by 8 hours a day. Maximum accrual equals 206 days.

1000 trips in Flight Attendant Bank divided by 7 trips (agreed upon number in 1981 conversion) equals 142 days.

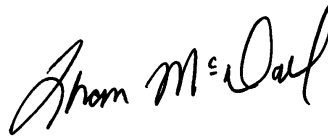
206 days times 7 trips equals 1443 trips.



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Mike Hafner

Vice President, Inflight Services



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Thom McDaniel

President, TWU Local 556

Date: July 27, 2009

## **SIDE LETTER 2**

### **SENIORITY**

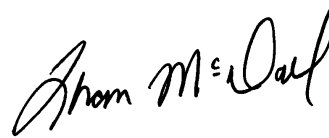
The changes agreed in Article 6, Sections 5 & 6 of this Agreement shall apply to Flight Attendants transferring to supervisory or other non-flying duties directly related to Flight Attendants duties, on or after the date of ratification of this Agreement. The seniority of Flight Attendants who have transferred to supervisory or other non-flying duties directly related to Flight Attendants duties, including a Management position above that of Supervisor, prior to the date of ratification of this Agreement shall continue to be governed by the contractual provisions in effect prior to the date of ratification.

Flight Attendants and Inflight Supervisors who transfer to a Management position above that of a Supervisor on or after the date of ratification of this Agreement shall not retain Flight Attendant occupational seniority.



Mike Hafner

Vice President, Inflight Services



Thom McDaniel

President, TWU Local 556

Date: July 27, 2009

# SOUTHWEST AIRLINES CO.

## 2003 NON-QUALIFIED STOCK OPTION PLAN

SOUTHWEST AIRLINES CO., a Texas corporation (the "Company"), hereby formulates and adopts the following 2003 Non-Qualified Stock Option Plan.

1. **Purpose.** This Plan is to secure for the Company the benefits of the additional incentive inherent in the ownership of its Common Stock by employees of the Company and its subsidiaries who are important to the success and the growth of the Company and its subsidiaries, and to help the Company and its subsidiaries secure and retain the services of such employees.
2. **Administration.** This Plan shall be administered by an Administrative Committee (the "Committee") consisting of not more than five (5) persons designated from time to time by the Chief Executive Officer of the Company. Members of the Committee may be removed or replaced at any time by the Chief Executive Officer of the Company. The Administrative Committee shall select one of its members as Chairman and shall adopt such rules and regulations as it shall deem appropriate concerning the holding of its meetings, the transaction of its business and the administration of this Plan. A majority of the whole Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee; any decision or determination reduced to writing and signed by a majority of the members of the Administrative Committee shall be fully as effective as if made by a majority vote at a meeting duly called and held.
3. **Grant of Options; Persons Eligible.**
  - (a) **Persons Eligible.** The Compensation Committee of the Board of Directors of the Company, or such other committee as may be appointed by the Board, shall have the authority and responsibility, within the limitations of this Plan, to grant options from time to time to Employees of the Company. Only Employees of the Company may be granted options under this Plan; provided that under no circumstances shall Officers or Directors of the Company be eligible to receive options hereunder.
  - (b) **Grant Price.** Options shall be granted at an exercise price equal to the fair market value of the Common Stock of the Company on the date of the grant of the option.

4. **Definitions.** An Employee receiving any option under this Plan is referred to herein as an "Optionee." Any reference herein to the employment of an Optionee with the Company shall include only employment with the Company. The fair market value of the Common Stock on any day shall be the mean between the highest and lowest quoted selling prices of the Common Stock on such day as reported by the primary national stock exchange on which such stock is listed. If no sale shall have been made on that day, or if the Common Stock is not listed on a national exchange at that time, fair market value will be determined by the Committee. If the date of grant is not a business day, the grant price will be calculated using the immediately preceding business day.
5. **Stock Subject to Options.** Subject to the provisions of paragraph 12, the number of shares of the Company's Common Stock subject at any one time to options, plus the number of such shares then outstanding pursuant to exercises of options, granted under this Plan, shall not exceed 15,000,000 shares. If, and to the extent the options granted under this Plan terminate or expire without having been exercised, new options may be granted with respect to the shares covered by such terminated or expired options; provided that the granting and terms of such new options shall in all respects comply with the provisions of this Plan.

Shares sold or distributed upon the exercise of any option granted under this Plan may be shares of the Company's authorized and unissued Common Stock, shares of the Company's issued Common Stock held in the Company's treasury, or both.

There shall be reserved at all times for sale or distribution under this Plan a number of shares of Common Stock (either authorized and unissued shares or shares held in the Company's treasury, or both) equal to the maximum number of shares which may be purchased or distributed upon the exercise of options granted under this Plan.

Exercise of an Option in any manner shall result in a decrease in the number of shares of Common Stock which may thereafter be available, both for purposes of this Plan and for sale to any one individual, by the number of shares as to which the Option is exercised.

6. **Expiration and Termination of the Plan.** This Plan will expire ten years from the date this Plan was approved by the Board of Directors of the Company, except as to any options then outstanding under this Plan, which shall remain in effect until they have been exercised or expired.

No modification, extension, renewal or other change in any option granted under this Plan shall be made after the grant of such option unless the same is consistent with the provisions of this Plan.

7. **Exercisability and Duration of Options.**

- (a) **Exercisability.** Options granted under this Plan shall become exercisable at such times and in such amounts as may be determined by the Compensation Committee of the Board of Directors of the Company at the time of grant, or such other committee as may be appointed by the Board.
- (b) **Duration.** The unexercised portion of any option granted under this Plan shall automatically and without notice terminate and become null and void at the time of the earliest to occur of the following:
  - (1) The expiration date of this Plan as determined in Paragraph 6 above;
  - (2) The expiration of three months from the date of termination of the Optionee's employment with the Company (unless such termination was as a result of the circumstances set forth in subparagraph (3) below); provided that if the Optionee shall die during such 3-month period the provisions of subparagraph (3) below shall apply;
  - (3) The expiration of 12 months from the Optionee's death, if the Optionee's death occurs either during his employment with the Company or during the three-month period following the date of termination of such employment; or
  - (4) Such other date as may be determined the Compensation Committee of the Board of Directors of the Company at the time of grant, or such other committee as may be appointed by the Board, but not later than the expiration date of this Plan as determined in Paragraph 6 above.

In the case of subparagraphs (2) and (3) above, the Optionee shall have the right to exercise any Option prior to such expiration to the extent it was exercisable at the date of such termination of employment and shall not have been exercised.

8. **Exercise of Options.**

- (a) **Procedure.** The option granted herein shall be exercised by the Optionee (or by the person who acquires such options by will or the laws of descent and distribution or otherwise by reason of the death of the Optionee) as to all or part of the shares covered by the option by giving notice of the exercise thereof (the "Notice") to the Company. From time to time the Committee may establish procedures relating to effecting such exercises. No fractional shares shall be issued as a result of exercising an Option.
- (b) **Payment.** In the Notice, the Optionee shall elect whether he or she is to pay for his or her shares in cash or in Common Stock of the Company, or both. If payment is to be made in cash, the Optionee shall deliver to the



Company funds in the amount of the exercise price on or before the exercise date. If payment is to be made in Common Stock, (a) it shall be valued at its fair market value on the date of such notice, as determined pursuant to Paragraph 4 hereof; (b) such Common Stock must have been owned by the Optionee for at least six months prior to the exercise date; and (c) the Notice shall be accompanied by documentation as proof of ownership for the number of shares of Common Stock to be used as payment.

- (c) Irrevocable Election. The giving of such notice to the Company shall constitute an irrevocable election to purchase the number of shares specified in the notice on the date specified in the notice.
- (d) Withholding Taxes. To the extent that the exercise of any Option granted pursuant to this Plan or the disposition of shares of Common Stock acquired by exercise of an Option results in compensation income to the Optionee for federal or state income tax purposes, the Optionee shall deliver to the Company at the time of such exercise or disposition such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if the Optionee fails to do so, the Company is authorized to (a) withhold delivery of certificates upon exercise and (b) withhold from remuneration then or thereafter payable to Optionee any tax required to be withheld by reason of such resulting compensation income.
- (e) Delivery of Shares. The Company shall cause shares to be delivered to the Optionee (or the person exercising the Optionee's options in the event of death) as soon as practicable after the exercise date.

9. **Nontransferability of Options.** No option granted under this Plan or any right evidenced thereby shall be transferable by the Optionee other than by will or the laws of descent and distribution. During the lifetime of an Optionee, only the Optionee (or his or her guardian or legal representative) may exercise his or her options.

In the event of the Optionee's death during his or her employment with the Company, or during the three-month period following the date of termination of such employment, the Optionee's options shall thereafter be exercisable by his or her executor or administrator, or by the person who acquires such options by will or the laws of descent and distribution or otherwise by reason of the death of the Optionee.

10. **Rights of Optionee.** Neither the Optionee nor his or her executors, administrators, or legal representatives shall have any of the rights of a

Shareholder of the Company with respect to the shares subject to an option granted under this Plan until certificates for such shares shall have been issued upon the exercise of such option.

11. **Right to Terminate Employment.** Nothing in this Plan or in any option granted under this Plan shall confer upon any Optionee the right to continue in the employment of the Company or affect the right of the Company or any of its subsidiaries to terminate the Optionee's employment at any time.
12. **Adjustment Upon Changes in Capitalization, Etc.**
  - (a) The existence of the Plan and the options granted hereunder shall not affect in any way the right or power of the Board of Directors or the Shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Common Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.
  - (b) The shares with respect to which options may be granted are shares of Common Stock as presently constituted, but if, and whenever, prior to the expiration of an option theretofore granted, the Company shall effect a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend on Common Stock without receipt of consideration by the Company, the number of shares of Common Stock with respect to which such option may thereafter be exercised (i) in the event of an increase in the number of outstanding shares shall be proportionately increased, and the purchase price per share shall be proportionately reduced, and (ii) in the event of a reduction in the number of outstanding shares shall be proportionately reduced, and the purchase price per share shall be proportionately increased. In the event of any such change in the outstanding Common Stock, the aggregate number of shares available under the Plan shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be conclusive.
  - (c) If the Company recapitalizes or otherwise changes its capital structure, thereafter upon any exercise of an option theretofore granted the Optionee shall be entitled to purchase under such option, in lieu of the number of shares of Common Stock as to which such option shall then be exercisable, the number and class of shares of stock and securities to which the Optionee would have been entitled pursuant to the terms of the recapitalization if, immediately prior to such recapitalization, the Optionee

had been the holder of record of the number of shares of Common Stock as to which such option is then exercisable. If the Company shall not be the surviving entity in any merger or consolidation (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Company) or if the Company is to be dissolved or liquidated, then unless a surviving corporation assumes or substitutes new options for Options then outstanding hereunder (i) the time at which such Options may be exercised shall be accelerated and such Options shall become exercisable in full on or before a date fixed by the Company prior to the effective date of such merger or consolidation or such dissolution or liquidation, and (ii) upon such effective date Options shall expire.

- (d) Except as hereinbefore expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Common Stock subject to options theretofore granted or to be granted or the purchase price per share.

- 13. **Purchase for Investment and Legality.** The Optionee, by acceptance of any option granted under this Plan, shall represent and warrant to the Company that the purchase or receipt of shares of Common Stock upon the exercise thereof shall be for investment and not with a view to distribution, provided that such representation and warranty shall be inoperative if, in the opinion of counsel to the Company, a proposed sale or distribution of such shares is pursuant to an applicable effective registration statement under the Securities Act of 1933 or is, without such representation and warranty, exempt from registration under such Act. The Company shall file a Registration Statement on Form S-8 pursuant to the Securities Act of 1933, as amended, covering the shares to be offered pursuant to the Plan and will use its best efforts to maintain such registration at all times necessary to permit holders of options to exercise them.

The obligation of the Company to issue shares upon the exercise of an option shall also be subject as conditions precedent to compliance with applicable provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, state securities laws, rules and regulations under any of the foregoing and applicable requirements of any securities exchange upon which the Company's securities shall be listed.

The Company may endorse an appropriate legend referring to the foregoing restrictions upon the certificate or certificates representing any shares issued or

transferred to the Optionee upon the exercise of any option granted under this Plan.

14. **Effective Date of Plan; Amendments.** This Plan shall become effective upon its adoption by the Board of Directors of the Company.

**SIDE LETTER 4**  
**CONTRACT IMPLEMENTATION SCHEDULE**

With respect to the implementation dates for provisions not specifically addressed elsewhere, it is agreed as follows:

**Chart Legend:**

**Change Summary** – The contractual reference and summary of the contractual change.

**Change Description** – A brief description of the required contractual changes.

**Process Implementation** – The respective process implementation dates for the required contractual changes.

**System Implementation** – The respective computer system implementation dates for those contractual changes requiring computer system changes.

A “DOR” in the Process Implementation column represents an implementation date of “Date of Ratification.”

An “N/A” in the System Implementation column represents that no computer system changes are necessary.

The implementation dates in the Process Implementation column and the System Implementation column will be different if no system changes are necessary, or the process can be implemented with a manual process before and until the system changes are complete. The implementation dates in the Process Implementation column and the System Implementation column will be the same if the process cannot be implemented until the system changes are complete.

<b>Change Summary</b>	<b>Change Description</b>	<b>Process Implementation</b>	<b>System Implementation</b>
3.7 Flight Attendant Exclusive Flying	* For flts that require cabin service and the Pilots bid and are paid, Line Flight Attendants on the seniority list will be used * No Subcontracting work	DOR	N/A

3.8 Codeshare Agreement	<ul style="list-style-type: none"> <li>* Codeshare agreements may not violate the contract. Added definition of Codeshare</li> <li>* No Foreign Air Carrier will use WN's code to carry local revenue Customers in domestic routes</li> <li>* Prohibition for legislation of support for Foreign air carriers to engage in cabotage.</li> </ul>	DOR	N/A
3.9 Onboard Sales	The Company will bargain with the Union prior to the Company engaging in future product or service sales by Flight Attendants onboard which would affect the ability of Flight Attendants to fulfill their overall duties.	DOR	N/A
6.3 Flight Attendant Seniority List	Posted electronically only unless requested by the Union	DOR	N/A
6.5 Supervisor Cumulative Seniority	Periods of time served as a Supervisor will be cumulative even though such periods of time may not be continuous.	DOR	N/A
7.5 Probationary FAs and Article 12	Probationary FA's have full access to article 12, except New Hires may not alter any pairings on their first original bid line	DOR	6/1/10
7.6 Probationary domicile changes	Remove restriction of not allowing probationary FA's to voluntarily change domiciles more than once during probation	1/1/10	1/1/10
8.1.E Notification of delay	<ul style="list-style-type: none"> <li>* Electronic notification available for status of flights for the current day as designated by FA</li> <li>* Greater than 2 hr delay or cancellation info provided. Failure to notify will result in 2 TFP paid</li> <li>* FA may contact Scheduling to see if she/he can remain at hotel or should go to airport</li> </ul>	DOR	N/A
8.1.(E and F) FA Duty Day during delay	<ul style="list-style-type: none"> <li>* If FA remains at hotel, duty day does not commence until reporting to airport</li> <li>* FA must remain available via cell phone or room phone</li> <li>* If FA remains on aircraft, duty day will continue until Scheduling releases, and legalities will apply</li> </ul>	DOR	N/A

8.2.A.1.c : Clock for gate evaluations	FA lounge FIDs monitor used for official clock for gate evaluations with a three minute grace period	DOR	N/A
8.2.A.1.f : 24 in 7 break flight <1 hour late	If flight is less than 1 hour delayed causing FA to become "24 in 7" illegal, options (FA's choice): - Pulled no pay from enough to become legal; or, - Adjust check in time to no less than 30 minutes prior to departure	DOR	N/A
8.2.A.1.g : 24 in 7 break flight >1 hour late	If flight is greater than 1 hour delayed causing FA to become "24 in 7" illegal, options (FA's choice): - Pulled with pay from enough to become legal; or - Adjust check in time no later than 30 mins prior to departure, and paid at 1.5 for portion that otherwise would have been pulled	DOR	N/A
8.2.A.1.h: FA's responsibilities for boarding positions	* FA's are not responsible to be in boarding position for outbound flight until the inbound a/c is scheduled to arrive * The Company may reasonably require FA's to be in their positions under critical circumstances	DOR	N/A
8.2.C.2: Premium pay for illegal pulls for VJA or JA pairings	* When time off is due because of an illegal duty day, the required pulls will pay 1.5 if the pairing was @ VJA or JA * FA may choose to fly for 2.0 for trips pulled if FAR legal * IP vs. IL code – already in CSS	DOR	N/A
8.2.C.4: Premium pay(s) for illegal duty day or illegal rest while flying VJA or JA	If the pairing is VJA or JA and illegal duty day or illegal rest applies, the applicable premium is added to the 1.5 pairing (thus 2.5 compensation).	DOR	N/A

8.2.C.5: Parameters for adjustment for an illegal duty day	Procedures to make adjustment if duty day exceeds 12:30 mins – according to 2.2.C only if: - FA had affected assignment before 12:30 duty day was posted; and - FA contacts Scheduling prior to completion of the pairing with the illegal duty day to exercise option Otherwise, adjustments will only be made for FARs and will be unpaid. If no FARs then FA will remain.	DOR	6/1/10
8.3.B: Legal Rest	* Adjusted illegal rest from 10 hrs block to block to 9.5 hours block to check-in	DOR	8/1/09
8.3.b.1.A Notice to be pulled	Flight Attendant must give a least 3 hours notice to be pulled at SIP on the last day of pairing if she/he receives less than 9:30 rest block to checkin on RON.	DOR	N/A
8.3.B.3: Illegal crew rest followed by illegal duty day	If FA received illegal crew rest followed by a 12 hour duty day: * FA paid double time for the legs flown following the illegal crew rest * FA paid triple time for flown after exceeding 12 hours in that duty period * If VJA or JA, premium pay will be above and beyond VJA or JA compensation	DOR	N/A
8.4: RON Hotel Transportation Delays	FA's with <9:30 rest (block to scheduled check) who experience significant hotel transportation delays may contact Scheduling to be rescheduled to avoid fatigue	DOR	N/A
8.7.C FAR report time adjustments	When adjusting report time for FARs, it is Scheduling's obligation to notify the FA	DOR	N/A
8.10 FAA Minimum Crew Exemption	The Company agrees to meet with the Union to discuss procedures in the case that the exemption is not extended, is revoked, or is amended in such a way that it affects Flight Attendants.	DOR	N/A
9.0 Pairings remain in OT	Open flying must remain in OT for more than a few minutes	DOR	N/A



9.0 Scheduling assigning Reserves	Scheduling may begin assigning reserves as follows * 1900 local: Scheduling may begin assigning <=0959 local * 2300 local: Scheduling may begin assigning >=1000 local	DOR	1/1/10
9.0 Self-assigning Reserves	FAs may begin self assigning as follows: * 1800 local: AM Res self-assign <=0959 local * 2200 local: PM Res self-assign >=1000 local	1/1/10	1/1/10
9.0 Open time limitations	* Drop until 2300 / begin at or before 0959 next day * Drop until 0300 / begin at or after 1000 next day (All times are local)	11/01/09	11/01/09
9.0 OT pickup with less than 2 hours	FA may contact Scheduling to pick up with less than 2 hours to report	DOR	N/A
9.0 FA Self notification	FA can self notify unconfirmed assignments (electronic)	11/01/09	11/01/09
9.1 VJA Assignment	* Self assignment of VJA * No domicile preferences for FA	5/1/10	5/1/10
9.1 VJA Notification	Electronic notification of VJA availability	DOR	5/1/10
9.1 VJA specified pairing types	Scheduling sets restrictions for VJA and all pairings that meet those restrictions in open time considered VJA * Pairings originating at or before 0959, or at or after 1000 * Specific number of pairings, and may discontinue	5/1/10	5/1/10
9.2.C.4 Days off for JA	Choice of days off or pay made at completion of trip	DOR	N/A
9.2.C.11 JA assignment legalities	Company will adhere to legalities including Article 8 when assigning JA	DOR	N/A
9.3.B Reschedule assignment	* Assigned in reverse seniority order * More senior Crewmember may request assignment	DOR	11/01/09
9.3.C.2 Selection of day off for Reschedule	If day off is chosen in lieu of RIG, must be first or last day of an assignment	DOR	N/A

9.3.C.2 DH after reschedule resulting in more days of flying	If DH after reschedule resulting in more days of flying to return FA to domicile creates FAR reduced rest, FA can contact Scheduling to take later flight, but no increase in pay	DOR	N/A
9.3.D Reschedule over compensatory day	If a reschedule requires flying over what is already selected as a compensatory day, 2 consecutive days off of the Flight Attendants choosing will be given: days off must be at the beginning or end of an assignment	DOR	N/A
9.4.A Stranded FA pay	Time and a half for above schedule plus either: * RIG of 1 TFP for every three hours from block in at overnight to block in at domicile, or * Day off without pay in lieu of RIG (first or last day of an assignment)	DOR	6/1/10
9.4.B Compensation and Required Rest if FA works flights while returning from Stranded RON	If FA works flight back to domicile premium applies to all flights that day * 2 times applicable trip rate if contractual rest received; or * 3 times applicable trip rate if reduced rest received	DOR	5/1/10
9.5.A.3 Move up over a compensatory day	If a move up requires flying over what is already selected as a compensatory day, 2 consecutive days off of the Flight Attendants choosing will be given: days off must be consecutive and at the beginning or end of an assignment	DOR	6/1/10
10.1.A Bidding Dates	* Bid Posting: 2nd of month * Bid Close : 5th of month * Bid Results Posting: 6th of month * Protest deadline: 7th of month * Post this information on CWA for FAs	11/01/09	11/01/09
10.1.A.1 Bid Packets	Bid Packets posted via electronic means only	DOR	N/A

10.1.A.8 FAs returning from leave	<ul style="list-style-type: none"> <li>* FA responsibilities and timelines to contact Planning to have a line built upon return from Leave</li> <li>* Crew Planning will build comparable line; if no trips avail, Flight Attendant has choice of a Reserve Line or to build their own schedule; no minimum trips required if Flight Attendant builds their own schedule</li> </ul>	DOR	N/A
10.1.B Reserve/Secondary Bidding dates	<ul style="list-style-type: none"> <li>* Reserve bid posting: 12th of month</li> <li>* Reserve bids close: 15th of month</li> <li>* Bid Results Posting: 16th of month</li> <li>* Protest deadline: 17th of month</li> </ul>	11/01/09	11/01/09
10.1.C.1 Electronic Charter Posting and Bidding	<p>Electronic Posting by Co and Bidding by FA (electronic only)</p> <p>Posting includes:</p> <ul style="list-style-type: none"> <li>* Pairing number</li> <li>* Specific flight #s and City pairs</li> <li>* Date of checkin</li> <li>* TFP</li> </ul> <p>If posting not correct or electronic, up to three FAs may protest and be paid</p>	DOR	9/1/10
10.1.C (3 and 6) FA legality for Charter	<ul style="list-style-type: none"> <li>* Legality for awarding of Charter is determined at the time of bid closing</li> <li>* FA with <math>\geq 9</math> hrs legal FAR rest will not be denied bid, but will be pulled according to 8.7 if becomes <math>&lt; 9</math> hrs</li> <li>* Current practice</li> </ul>	DOR	9/1/10
10.1.C.5 Out of Base Charter Bids	<ul style="list-style-type: none"> <li>* Awarded after domicile seniority bids</li> <li>* Awarded in order of bid submission</li> </ul>	DOR	9/1/10

10.1.C (7 – 11) Charter results	<ul style="list-style-type: none"> <li>* Charter bid results posted no later than 2 hours after charter bids close – and available on Computer Display Screen</li> <li>* Eliminated requirement to confirm charter award</li> <li>* Protests no later than 1800 central the day prior to departure – 1900 final award</li> <li>* Unbid charters in open time at 1901 – first come first serve</li> <li>* Charters awarded to Reserves 3 hours prior to checkin (rather than push)</li> </ul>	6/1/09	11/1/09
10.1.C.(12 - 13) Late notice Charters	<ul style="list-style-type: none"> <li>* Electronic posting</li> <li>* Electronic display of awards</li> <li>* Awarded after domicile seniority bids</li> <li>* Out of Base Bids awarded first come, first served</li> <li>* Assigned to Reserves 3 hrs prior to checkin</li> </ul>	DOR	9/1/10
10.1.C.9 and 10.1.C.12.d Charter (including Late Charter) Trade / Give Away	Charters may not be traded or given away	DOR	N/A
10.1.C.16 Rebuild of Charters to accommodate Flight Attendants	None unless VJA/JA or assigned to Reserve	DOR	N/A
10.1.C.17 Charter pay for illegal rest	Pay for charters built with legal rest and actually receive illegal rest will be 3.0 for Charter flights and 2.0 for deadhead and ferry flights	DOR	9/1/10

10.1.C.18 Extended Duty Day pay on Charters	<p>Charter built up to 12 hrs and goes &gt; 1 hr over:</p> <ul style="list-style-type: none"> <li>* 3.0 for all Charter flights exceeding 12</li> <li>* 2.0 for all DH or ferry</li> </ul> <p>Charter built up to 12 hrs and goes &gt; 16 hrs</p> <ul style="list-style-type: none"> <li>* 3.5 for all exceeding 12</li> <li>* 3.0 for all DH or ferry</li> </ul> <p>Charter built &gt; 12 hrs and &lt; 12:30 and goes &gt; 1 hr over</p> <ul style="list-style-type: none"> <li>* 3.0 for all Charter flights exceeding scheduled</li> <li>* 2.0 for all DH or ferry</li> </ul> <p>Charter built up to 12:30 hrs and goes &gt; 16 hrs</p> <ul style="list-style-type: none"> <li>* 3.5 for all exceeding 12:30</li> <li>* 3.0 for all DH or ferry</li> </ul> <p>Charter built &gt; 12:30 and goes &gt; 1 hr over 16 hrs</p> <ul style="list-style-type: none"> <li>* 3.0 for all exceeding 16</li> <li>* 2.0 for DH or ferry</li> </ul>	DOR	2/1/10
10.1.C.19 VJA/JA and Charters	VJA compensation provisions apply to deadhead and ferry flights only for Charters	DOR	5/1/10
10.2.A Submitting Bids	Line Bidding via electronic means only	DOR	N/A
10.2.C Buddy Bidding	<p>Only 1 FA from bid has to submit request</p> <ul style="list-style-type: none"> <li>* Include position preferences for all FAs on buddy bid</li> </ul>	DOR	N/A
10.3.A.1 Job Share Bid	<p>One of two FAs has to submit (not both)</p> <ul style="list-style-type: none"> <li>* Submit bid and positions through Jr. FA's seniority</li> </ul>	DOR	N/A
10.3.A.10 Job Share Contingency Bid	FAs may bid on a contingency basis for Job Share. If awarded, it will not count toward the 3 month max	11/01/09	11/01/09
10.4 MRT and Reserve	<ul style="list-style-type: none"> <li>* Reserve holders may only be awarded MRT in Secondary bidding</li> <li>* If MRT is given to a Reserve, Reserve credit is retained</li> </ul>	08/04/09 for September Bidding	11/01/09
10.4 MRT offering	<ul style="list-style-type: none"> <li>* Slots may be offered in Primary or Secondary bidding process</li> <li>* May only be offered in Secondary if already offered in primary</li> </ul>	08/04/09 for September Bidding	11/01/09

10.4.A.2 MRT Contingency bid	* Must be electronic (both posting and bidding) FAs may bid on a contingency basis for MRT. If awarded, it will not count towards the 3 month max	11/01/09	11/01/09
10.5.A (and B) DRT date/time changes	Various date/time changes including: Posting: 1400 central day prior Cancellation of bid: 1700 central day prior	11/01/09	VRU 11/01/09 CWA 06/01/10
10.5.A.1 DRT offering	* Must be electronic or VRU (both posting and bidding) * Minimum DRT slots posted 1400 central day prior	11/01/09	VRU 11/01/09 CWA 06/01/10
10.5.A (3-5) DRT Bidding	* FA submits (electronic): Emp #, pairing or Reserve block identifier * No longer submits last 4 SSN, origination date, or Base * Must submit cancellation no later than 1700 central day prior	11/01/09	VRU 11/01/09 CWA 06/01/10
10.5.B DRT Awarding	* VRU or electronic * Awards no later than 1800 the day prior	11/01/09	VRU 11/01/09 CWA 06/01/10
10.5.C Secondary DRT (SDRT) Offering	* If any DRT slots are unbid and unawarded, a FA may request to be released from a pairing up to 3 hrs prior to departure on a first-come, first-served basis. * Reserves may request to be released prior to being called for an assignment or prior to self-assignment. Reserves who receive SDRT after the commencement of their on-call status will be released from the Reserve block without pay.	11/01/09	VRU 11/01/09 CWA 06/01/10
10.5.D DRT Overlap	Side letter incorporated into contract	DOR	N/A
10.8.B RT in Open Time	* After award, remaining RT slots in Open time, first come, first served – available for trade (month prior) * Any domicile * Trade must be complete prior to 1200 local day prior to class * RT Base Month for subsequent years will not be adjusted	5/22/09	2/1/10

10.8.B.2 RT and minimum rest	<ul style="list-style-type: none"> <li>* If FA trades to month prior and ends up being below 10 hrs rest can choose pull w/out pay and are responsible for reschedule</li> <li>* FAs that elect to attend training without receiving legal crew rest will not be paid a premium</li> </ul>	2/1/10	2/1/10
10.8.B.2 RT Base Month	RT Base Month will not be adjusted for subsequent years if taken early in the current year	DOR	N/A
10.8.C 48 in 7 Domicile Break	Required training schedules must conform to 48/7 domicile break or minimum days off. Should the situation arise, FA will be paid premium for training or choice of day off	DOR	N/A
10.9 Overlap Adjustment Dates	Lineholder to Lineholder <ul style="list-style-type: none"> <li>* Adjustments to pairings by 18th of month</li> <li>* FA choose to fly other pairing by 19th of month</li> </ul> Lineholder to Reserve and Reserve to Reserve <ul style="list-style-type: none"> <li>* Adjustments made by 19th of month</li> </ul>	11/01/09	11/01/09
10.9.I Pickup and Overlap	<ul style="list-style-type: none"> <li>* If a FA picks up before next month bid, and this results in overlap, pulls will only be made for FAR.</li> <li>* If &lt; 12 hr domicile break, FA may call Scheduling to request further adjustment</li> </ul>	DOR	N/A
10.9.J Overlap and Reserve	<ul style="list-style-type: none"> <li>* No adjustment to unassigned Reserve end times to make legal for new month</li> <li>* Reserve on rest when released from reserve</li> <li>* If Reserve is given assignment that causes illegality, adjustment will be made at time of assignment</li> </ul>	DOR	5/1/10

10.9.J.1 – 3 Overlap and APSB	<ul style="list-style-type: none"> <li>* On last day of reserve, Sched may release FA from APSB to make legal for following month after 5 hours of APSB</li> <li>* FA calls Sched after APSB assignment to hear whether new assignment or release – if no overlap exists upon release, no pull required</li> <li>* Reserve may call on last day of block to request release time adjustment to actual</li> </ul>	DOR	6/1/10
10.11 Scheduling Committee	<ul style="list-style-type: none"> <li>* Company will consider Scheduling Committee recommendations on generation of pairings</li> <li>* Company and Scheduling Committee will periodically review and modify line bidding rules, if necessary</li> </ul>	DOR	N/A
10.12.A Must Ride Deadheads	Addition of Charter deadheads and rescheduled deadheads to must ride status	DOR	N/A
10.12.D Earlier DH	<ul style="list-style-type: none"> <li>* FA contacts scheduling to request</li> <li>* Requested change in same duty period and final destination</li> <li>* Change is legal and same compensation</li> <li>* No bumping of revenue passenger or flight delay</li> </ul>	DOR	N/A
10.12.F Not taking DH	<p>FA can waive a DH at beginning of a pairing and get paid if:</p> <ul style="list-style-type: none"> <li>* Calls Sched within 6 hrs of checkin to advise; and</li> <li>* Confirm arrival at station at least 30 mins prior to departure of first working leg</li> </ul> <p>FA can elect not to take DH at end of pairing between block in and last live working leg</p>	DOR	1/1/10
11.3 Secondary top 35%	<ul style="list-style-type: none"> <li>* Secondary top 35% will be calc after primary bids close</li> <li>* Includes one for one substitution for each FA bidding down to reserve from the primary top 35%</li> </ul>	October for November Bidding	3/1/10



11.3.A.1 RR contact time	Contact time for RR will be two hours prior to first scheduled <b>CHECKIN</b> in his/her domicile	DOR	N/A
11.3.A.2 & 11.3.B.1 Reserves report time	* Reserves may accept pairing with < 2hr report time from Scheduling (not required) at 2.0 the applicable pay rate * If FA initiates request, straight time	DOR	N/A
11.3.A.4 RR and AR/PR %	* Max of 65% Reserves will be RR * Min of 35% will be AR/PR	7/1/09	N/A
11.3.A.5. (a - d) APSB count per month for FA	* Self assign of APSB will not count toward APSB limit of 5 times/month * If RR is assigned flying with a checkin time within 1 hour (prior) of APSB checkin time, does not count toward limit * If RR is contacted during APSB for any assignment, counts toward limit	1/1/10	1/1/10
11.3.B.1.b AR Release Time	* Scheduled release time for non-commuting AR will always be at or before 1800 * If, due to a reschedule, the AR is released in domicile beyond 1800, the AR gets triple time for all flights beyond 1730, unless their pairing experiences irregular operations on last day	7/1/09	N/A
11.3.B.1.d PR checkin time	Addition of exception for checkin time for commuting PRs and PRs who self-assign	1/1/10	1/1/10
11.3.B.2 Converting AR and PR to RR	No more conversion of AR and PR to RR	7/1/09	6/1/10
11.4 Contact on Reserve	Removal of Company pagers	DOR	N/A
11.4.B Reserve notification	Reserves have the option to self notify assignments via electronic means	11/01/09	11/01/09
11.5.A Order of Reserve Assignment	Reserves used out of order will receive time and a half for all trips flown	DOR	N/A

11.5.A.1 Pass/Fly preference	Pass/Fly preference can be entered in CSS * defaults to fly * can change throughout reserve block * preference established at 1659 prior day	11/01/09	11/01/09
11.5.A.2 APSB preference	APSB preference can be entered in CSS * No system default if FA does not enter * Preference established at 1659 day prior will apply for the Reserve assignment(s) the following day * APSB preference only applies to RR with RDV $\geq 0$	1/1/10	1/1/10
11.5.A.3 RDV	FA with highest RDV will be selected for assignment, if two return to domicile same day. If same RDV, most junior is assigned	DOR	N/A
11.5.A.4 Order of assignment	If same category and same # of days remain, order of assignment is: * FAs with RDV $\geq 0$ and Fly pref (in seniority order) * FAs with RDV $\geq 0$ and Pass pref (in seniority order) * FAs with RDV $< 0$ in order from highest to lowest If FA's have RDV $< 0$ and happen to be equal, then Pass/Fly in seniority order will be considered	DOR	N/A
11.5.A.4 Reserve Report	* 1 <sup>st</sup> official report – run by Sched at 1700 day prior * Barring tech difficulties, run every two hours, and assign will not be affected by changes until next official reserve report is run	DOR	N/A
11.5.B Electronic access to Reserve Report	FA's will have electronic access to reserve report at 1700 day prior (updated at least every two hours) * RDV values * Pass / Fly pref * APSB pref * Reserve standings * Availability times	1/1/10	1/1/10

11.7 Longevity Pay	If >12 yrs and required to sit Reserve, FA paid addtl \$1 per TFP for any trips credited or flown up to original line value or monthly guarantee, whichever is greater	DOR	N/A
11.8.C Reserve Block Give Away and Pick Up	If an FA gives away a Reserve block and then later picks up, the picked up will be considered original up to the initial number of days – days exceeding original will be paid above monthly guarantee	DOR	N/A
11.9 Dropping Reserve Blocks	<ul style="list-style-type: none"> <li>* Dropping Reserve blocks</li> <li>* One 4-day block per month, up to all 4 days</li> <li>* Done by 1659 day prior, as long as no assignment is made that affects that day</li> </ul>	11/01/09	11/01/09
11.10 Reserve Day Give Away and Pick Up	<ul style="list-style-type: none"> <li>* Combining of picked up, traded, and original Reserve days must be completed by 1659 the day prior</li> <li>* Individual days picked up not combinable with traded or original reserve, unless FA agrees</li> <li>* Picked up days on days originally given away will be paid above monthly guarantee</li> </ul>	11/01/09	11/01/09
11.10.C, D Reserve block trade/give away rules	<ul style="list-style-type: none"> <li>* TT or GA of reserve blocks must occur by 1500 central day prior</li> <li>* Can only be traded or given away in their entirety</li> <li>* No dropping of picked up/traded reserve blocks; Reserve blocks may only be traded or given away in their entirety</li> </ul>	11/01/09	11/01/09
11.11.D Reserve RON in Domicile	<ul style="list-style-type: none"> <li>* No RON in domicile associated with Reserve duty</li> <li>* If terminate in domicile, Reserve gets legal domicile break</li> </ul>	DOR	6/1/10
11.12.B Reserve and unsched RON	<p>If unscheduled RON last day of a Reserve block:</p> <ul style="list-style-type: none"> <li>* FA gets equal day(s) - must choose by end of pairing, or gets 2.0 for all flights on the unscheduled day</li> <li>* Unscheduled overnight applies to non-combinable Reserve days. FA must be returned to domicile and get 9 hr rest</li> </ul>	DOR	1/1/10

11.13.E Reschedule and End of month Reserve obligation	<ul style="list-style-type: none"> <li>* Reschedules resulting in additional days of assignment must be completed in current month</li> <li>* Reschedules resulting in additional days of assignment completed in new month are treated as unscheduled RONS</li> <li>* Unscheduled RON compensation determined by new month line designation</li> </ul>	DOR	N/A
11.14.C Reserve Sick calls	Less than 2 hrs before sched departure or APSB assign will be SL1	DOR	N/A
11.15 Domicile Break	Last day of RR or APSB block, FA release will be posted electronically	DOR	5/1/10
11.15.C Required break length	<ul style="list-style-type: none"> <li>* Between two Original Reserve Days, FA must be given 12 hr block to checkin</li> <li>* Between pickup/trade Reserve Day and Original Reserve Day, or pickup/traded pairing and Original Reserve Day, 9 hours from debrief to checkin</li> <li>* Reserves are not required to answer phone during domicile break</li> </ul>	DOR	6/1/10
11.16.A Reserve Compensation	* Any Reserve entitled to premium pay receives straight time toward guarantee and premium pay will be compensated above the guarantee except as otherwise stated in this Agreement.	DOR	N/A
11.16.C.1 Reserve Monthly Guarantee	* Reserve guarantee range is 72 to 102 TFP (12 - 17 days)	DOR	N/A
11.18 Charter / red eyes/ night	On last day of reserve, no scheduling of flights that would return Reserves to domicile past 0259 local (block plus 30)	DOR	6/1/10

11.19 Self Assignment of Reserves timing	Reserves may self assign from Open Time * AR - originating at or before 0959 local starting 1800 day prior * PR - originating at or after 1000 local starting 2200 day prior Scheduling may assign ARs at 1900 day prior and PRs at 2300 day prior RRs with RDV > = 0 may self assign designated APSB	1/1/10	1/1/10
11.19 Self Assignment restrictions	* Self assignment active only if 1 pairing/200 FA is exceeded (only applies before 0300 day of pairing) * Self assignment must be from domicile of Res day * Pairing must be equal days to reserve block * No self assign < 2 hrs prior, but can contact Sched to ask * Self assign APSB same as Sched assigned APSB (Does not count towards the 5 times monthly max) * Sched can pick specific pairings that are not eligible for self assignment	1/1/10	1/1/10
12.0 Opening paragraph – RT Trading	RT can be traded between Domiciles	2/1/10	2/1/10
12.0 Opening paragraph – Trip trades with Overlap illegalities	Allow certain trip trades with overlap illegalities (as long as no other illegalities apply)	DOR	6/1/10
12.2.(B & C) Application Availability	* Except in critical situations, FA's will receive 48 hours notice of scheduled MX on Crew Tracking System * Co and TWU will agree upon a period to extend the bidding process, if needed, in case of EBS outage	DOR	N/A

12.2.(D & E) Scheduling assistance to FA	<ul style="list-style-type: none"> <li>* Scheduling will assist with trades, pickups, and giveaways during CWA outages if they have access to CSS and work environment permits</li> <li>* After CS Desk closes, and work environment permits, Scheduling will provide similar assistance to FAs</li> </ul>	DOR	N/A
12.2.F Trip trading system errors	<p>If system erroneously permits FAs to pick up with &lt;9 hours, but &gt;8 hours rest (release to report), FA's have options:</p> <ul style="list-style-type: none"> <li>* pulled w/out pay, or</li> <li>* fly w/out premium and must receive 10 hrs rest (FAR) following night</li> </ul> <p>Options will be offered whether Scheduling or FA brings issue forward</p>	DOR	N/A
12.2.G Scheduling altering trade / giveaway pairing	<ul style="list-style-type: none"> <li>* Flight Attendants will be notified via an automated message</li> <li>* Pairing is removed from trade/giveaway</li> <li>* FA must place the newly numbered pairing back into the trade/giveaway</li> </ul>	DOR	N/A
12.3. TTGA start date	TTGA start date moved to 19 <sup>th</sup> of month	11/01/09	11/01/09
12.3.D Trades after checkin	<ul style="list-style-type: none"> <li>* In domicile, after both FA's check-in, pairing trades will be permitted</li> <li>* No duty day, crew rest, or FAR illegalities for either FA</li> </ul>	DOR	2/1/10
12.4.A Line Trade Reserve Credit	If Lineholder trades with Reserve, original Reserve FA retains Reserve credit	DOR	N/A
12.5 Open Time: dates and times	<p>Open Time released at 2200 Local on the 20<sup>th</sup> each month; Cutoff time for dropping trips:</p> <ul style="list-style-type: none"> <li>* 2300 Local for trips originating @ or before 0959 the following day</li> <li>* 0300 local for trips originating @ or after 1000 Local</li> </ul>	11/01/09	11/01/09

12.5 (1-2) Deadline to trade with Open Time	<p>Pairings may be dropped into open time until 3 hours prior to checkin provided:</p> <ul style="list-style-type: none"> <li>* FA is accepting a pairing from Open Time that originates on the same day, and</li> <li>* The pairing accepted has the same or greater number of duty periods</li> </ul>	1/1/10	1/1/10
12.5.B Maximum number of pairing in Open Time	> 100 Flight Attendants will be rounded up to 200 (instead of 150 Flight Attendants)	DOR	11/01/09
12.6.A.1 Electronic posting of Jetway Trades	* Electronic posting of jetway trade offerings	2/1/10	2/1/10
12.6 Jetway Trades time / leg limit change	<ul style="list-style-type: none"> <li>* Changes in time limitations to notify Scheduling</li> <li>* More than 1 leg qualification (any legs as long as remainder of pairing)</li> <li>* Reserve Jetway trades (last day of obligation under certain conditions only)</li> <li>* RIG retaining rules</li> <li>* Commuter policy for jetway trades when the awarded trade is a covered flight(s); FA remains covered under Commuter policy and checkin requirement applies</li> </ul>	DOR	6/1/10
12.9 Vacation Trade approval	Any vacation slot for which a pairing has been pulled will not be available for trade (i.e., once a pairing has been pulled to adjust for the vacation, the vacation slot may not be traded)	2/1/10	2/1/10
12.9 Vacation Trade approval timeframe	Vacation trades must be approved by noon Central on the 1st of the month preceding the month of vacation	11/01/09	11/01/09
12.12.B Minimum time between pairings	Minimum required time between pairings reduced to 2 hours (from 4 hours)	11/01/09	11/01/09

12.13 Trading VJA Pairings	<ul style="list-style-type: none"> <li>* FA's who trade a VJA pairing for a VJA pairing, will receive the VJA premium for the pairing flown (re: trades with Open Time or FA's); however, a VJA pairing traded for a non VJA pairing will not be paid at a premium</li> <li>* VJA pairing portions traded to a FA will be paid to the recipient FA without premium. Portions retained by the original FA will be compensated at the VJA premium for legs flown, but will not be guaranteed 5.0 TFP.</li> <li>* VJA pairings or portions of VJA pairings given away to another FA will not retain the VJA premium</li> </ul>	05/28/09 for last day of month and first 3 days of month  11/01/09 for remainder	11/1/09
13.3 New size specific uniform pieces	<ul style="list-style-type: none"> <li>* When new size specific uniform pieces are introduced, FA's will have access to try them on at the bases prior to ordering them</li> <li>* The pieces will be available at the bases in all standard sizes</li> </ul>	DOR	N/A
13.4 Uniform Accounts	<ul style="list-style-type: none"> <li>* \$100 for those completing probation</li> <li>* \$250 for first anniversary after ratification</li> <li>* \$275 for second anniversary after ratification</li> <li>* \$300 for third and subsequent anniversaries</li> </ul>	DOR	N/A
13.16 Male and Female Uniform	<ul style="list-style-type: none"> <li>* If available through vendor, all size specific items will be provided in standard and tall sizes.</li> <li>* The price difference between standard and tall sizes will be the same for women and men.</li> </ul>	DOR	N/A
14.2.A Vacation Bidding timeframes	FA will be allowed 15 days to bid during first round, 7 days in each round thereafter	DOR	N/A
14.2.C Vacation trade limitations	Vacations may be traded an unlimited number of times, provided that: <ul style="list-style-type: none"> <li>* The trade is approved by the first day of the month preceding the month in which the slot falls, and</li> <li>* No pairing has been pulled for the vacation slot</li> </ul>	2/1/10	2/1/10



14.3.A.2 Floating Vacation bidding	* Slots available for Floating Vacation bidding will be posted by noon Central time two days prior to the last day of the month * Bidding will close at noon Central time on the last day of the month (for the bid period after the following month)	DOR	N/A
14.3.A.3 Floating Vacation awarding	Floating vacation slots will be awarded no later than noon (central) on the 1st of the month (for the following month) prior to monthly bids being posted.	11/01/09	N/A
14.5.C.d Vacation Day parameters	Vacation commences at 0000 Local Time on the first day of the vacation until 2359 Local Time on the last day of vacation.	1/1/10	1/1/10
14.6.A Pickup / TTGA during vacation	FA may pick up from Open time during vacation FA may utilize TTGA functionality during vacation	11/01/09	11/01/09
14.6.D Vacation slots when FA transfers bases	If a FA holds a vacation slot which includes the week(s) of Thanksgiving and/or the last two (2) weeks of December, and transfers to an existing base where she/he would not have been able to hold the slot, the slot will be forfeited, unless the Flight Attendant was previously based in their domicile 6 consecutive months immediately preceding or 6 consecutive months after the vacation award.	DOR	N/A
15.1 Leave Instance	Once FA returns from LOA, any new leave is considered "new" and time clock starts over	DOR	N/A
15.3.C Maternity to Parental Leave	Upon expiration of Maternity Leave, FA may take up to 90 additional days for Parental Leave	DOR	N/A
15.4 Continuation of Group Health Coverage	Calc for Group Health Coverage * Continuation until = Accrued SL (conv to days) + accrued vacation + 120 days * Count starts day after last active day * SL calc to days = 30 (accrued unused sick trip / 90)	DOR	N/A

15.5 Parental Leave	<ul style="list-style-type: none"> <li>* Adoption leave and parental leave under same umbrella</li> <li>* Biological parent and permanent legal custodial caregiver to child not currently living in their homes</li> <li>* Certain other stipulations regarding times to take leave apply.</li> </ul>	DOR	11/01/09
15.5 SL and Vac availability during Parental Leave	During Parental Leave, sick leave or vacation may be used	DOR	01/01/10
15.6.A FMLA eligibility	<p>FA is eligible for FMLA if:</p> <ul style="list-style-type: none"> <li>* 12 mo Co employment and</li> <li>* 720 duty hours in the past 12 months (calc checkin to debrief)</li> <li>* Calc includes (but not limited to) - APSB, VAC, COCO, Training, Special assignment, UB, and UN</li> <li>* 13.8 duty hours per week of vacation</li> <li>* Reserves who are not assigned get 5.72 duty hours credited for the day</li> </ul>	DOR	6/9/09
15.6.B FMLA availability notification	<ul style="list-style-type: none"> <li>* If FA is absent &gt; 3 consecutive days, then Co must notify via electronic means of FMLA availability</li> <li>* If FA finds missed notification within 2 years of events and has received discipline, FA will be eligible to provide appropriate paperwork to reverse discipline</li> </ul>	DOR	01/01/10
15.6.C FMLA application response	<ul style="list-style-type: none"> <li>* The Co. or a third party administrator will respond electronically to FA application within 7 business days of submission (with confirmed delivery)</li> <li>* Response will include whether FA has been approved or detail as to why application is delayed</li> <li>* FA may report ill for period of time specified in application, if continuous FMLA approval is pending</li> </ul>	DOR	01/01/10

15.7 Funeral Leave expansion	<ul style="list-style-type: none"> <li>* Added Registered Partner, Committed Partners parents and children</li> <li>* Add Stepmother and Stepfather</li> </ul>	DOR	01/01/10
15.8 Jury Duty Leave	<p>Entire pairings or portions of pairing for jury duty will be pulled and placed into open time immediately</p> <p>If released from jury duty, FA's have pairing recovery options:</p> <ul style="list-style-type: none"> <li>* Recover pairing in timely and cost efficient manner if not assigned</li> <li>* Assign FA to another pairing (paid greater of the two)</li> <li>* Assign reserve remaining days (guaranteed reserve pay 6.0 per day)</li> <li>* FA remains off duty, no pay, but no attendance occurrence</li> </ul>	DOR	N/A
15.9.A Military Leave	No requirement to bid off for Military Leave	DOR	N/A
15.9.B Military Leave & Record Improvement	Military Leave will not prohibit a Flight Attendant from banking attendance points	DOR	01/01/10
15.9.D Continuous Military Leave	<p>For continuous Military Leave in excess of 30 days, pay protection comparison between military pay and regular FA salary</p> <ul style="list-style-type: none"> <li>* Using OJI formula - 13 week look back - excluding per diem</li> <li>* Difference will be paid out of FA's sick bank, if any</li> </ul>	DOR	N/A
15.10 Union Leave	<ul style="list-style-type: none"> <li>* Upon request by Union Pres. or designee, FA may be on Union leave for a full-time position for an indefinite amount of time</li> <li>* FA will be considered active and retains all Co. benefits and privileges</li> </ul>	DOR	N/A

16.1.G Retiree health benefits SL exchange rate	If the Flight Attendant meets “age + service” requirements, the Flight Attendant may trade accrued SL for continued medical coverage: * Under the Flexible Benefits portion of the Health Plan at the rate of one month of coverage for each 16 TFP accrued, or * Under Medical Plan C and basic dental at the rate of one month of coverage for each 12 TFP accrued	DOR	N/A
16.1.H SL use upon resignation for age 55+	* If FA is 55+ with 15 years of service and 720 TFP of SL available – can opt for coverage until 65 of Plan C and Basic Dental * Exchange rate of 12 TFP SL / month	DOR	N/A
16.1.J SL Bank viewing by FA	* Copy of SL bank (with accrual and usage details) for a FA will be available in the Sup’s office at their Base – covers a rolling year * FA may disagree and receive complete accounting of bank	DOR	6/1/10
16.2.A.2 OJI extended salary continuation	Addition of crash landing and aircraft incident to qualifying events	DOR	N/A
16.2.A.(1 - 5) OJI Salary continuation calc	* Salary continuation calculation incorporated	DOR	N/A
16.2.G Health & Welfare Benefits Continuation during OJI	Existing formula applies or Company policy – whichever is greater	DOR	N/A
16.2.H FA return to Base following OJI	* FA will be returned to base/home (within SWA system) * FA who has finished duty day will be compensated for DH required to return (plus per diem) * FA who has not finished duty day will be compensated for trips not flown or DH (plus per diem) whichever is greater	DOR	N/A
16.3.A.5 SL recover and VJA pay	When a FA SL recovers her/his pairing that was coded for VJA, FA retains VJA for the portion of the pairing on which FA SL recovers.	DOR	N/A

16.4 SL Online return to domicile	FA who reports sick online will be returned to domicile MR – not required to occupy jumpseat	DOR	N/A
17.0 Employee health info privacy	* Privacy of Employee health information * Confidentiality of medical records as a separate file	DOR	N/A
17.a Med report to FA	Complete medical report from Company doctor will be provided to FA including documents provided to doctor by the Company prior to the examination.	DOR	N/A
17.(b & c) FA's option for own exam	Within 15 calendar days of receiving Medical Examiner's findings, FA may employ a qualified medical examiner at own expense.	DOR	N/A
17.d Time limits for 3 <sup>rd</sup> Medical Examiner	* When disagreement in findings, FA may request for 3rd party Medical Examiner - within seven (7) calendar days from date FA and Company receive report * Company to contact two examiners to appoint a third (3rd) - seven (7) calendar days from FA's request * Co must notify the FA in writing when the 2 examiners have been contacted * Company and FA may mutually agree to extend time limits * If either party fails to meet time limits, the results of the other party's original examination shall govern	DOR	N/A
17.e Board of 3 examiners' decision	* Must be expeditiously as possible * Copy of decision provided to FA and Company with verified receipt of delivery	DOR	N/A
19.0 Union Representation	Union is sole Representative of all Flight Attendants in all grievance matters (unless waived by Union)	DOR	N/A
19.1.A. Delivery method of Notice of Discipline	Changed certified to "confirmed delivery"	DOR	N/A

19.1.H Mandatory meeting cancellation	* If mandatory meeting is cancelled by the Company the day prior, the pull bar shall be immediately removed from the FA's screen to permit the Flight Attendant to pick up or trade, except as outlined in 19.1.C * If not removed, and 19.1.C doesn't apply, FA is compensated 4 TFP	DOR	N/A
19.2.A Grievance filing procedure	FA's must go through the Union to file a grievance	DOR	N/A
19.3.D Written appeals via electronic means	* Removed language requiring certified mail for appeals * Electronic notification with confirmation receipt required	DOR	N/A
19.3.N Clarified processes for beginning of suspensions	Suspensions begin with the first pairing after decision rendered * If FA has already checked in for pairing, the suspension begins with the subsequent pairing; or, * If FA is sitting Reserve and no assignment has been made, the suspension begins with the subsequent Reserve day; or, * If FA has been given a Reserve assignment, the suspension begins with the subsequent block or pairing	DOR	N/A
20.3 BOA training	Removal of requirement for joint training	DOR	N/A
20.5 Addition to those that can submit disputes to BOA	Designee of President of Local 556 can submit disputes to BOA	DOR	N/A
20.14.a Arbitration location	All arbitrations in Dallas at a neutral location	DOR	N/A
21.1 Pay rate changes	See table in 21.1 2008 - 2011	DOR	6/5/09
21.1 Profitability based increases	See detail in 21.1 For year 2011	DOR	N/A
21.1 Additional compensation for > = 25 years of occupational seniority	A Flight Attendant who has > = 25 yrs of Flight Attendant Seniority will receive an additional \$1.50 per TFP for trips flown to include RIGs, overschedule/overfly, excluding Charters	DOR	8/1/09

21.3.B Overfly compensation	* Removal of exclusion for first 7 minutes of Overfly	8/1/09	8/1/09
21.7 – DH Pay	A Flight Attendant who deadheads to retrieve or return from a Senior ("A" position) flight will be paid Senior ("A" position) for the deadhead(s)	DOR	N/A
21.8 Initial Training Pay	Increase to \$1,200 for Initial Training Pay. Retro to 06/01/08	DOR	N/A
21.9 RT Pay	2.0 TFP for completion of RT Online Training	DOR	2/1/10
21.21 – Holiday Pay	Holiday Pay will be paid on RIGs and will also be paid above premium pay, if applicable	DOR	N/A
21.22.C Duty Hour Ratio	Increase to .74 TFP for each hour on duty	9/1/09	9/1/09
21.22.F.1.b Open time optimization time restriction	* Excluding pieces of original pairings that are rejoined, no optimization of open time pairings more than 4 days prior to checkin date of pairings * Exception for triggering events of major operational issues	DOR	2/1/10
21.22.F.1.c Max scheduled duty period for optimized pairings	* Max scheduled duty period for optimized pairings will not exceed 12:30 * Excluding Reserve assignments, if scheduled duty period of an optimized pairing exceeds 10:30, flights scheduled to arrive after 10:30 will be paid at double time	DOR	2/1/10
21.22.F.1.d Duty period compensation when > 16:00	If duty period exceeds 16:00, FA paid for all flights that arrive after 12:00 hours at triple time	DOR	2/1/10
21.22.F.1.e RIG application when pairing is Optimized in Open Time	* Full RIGs apply to OT pairings optimized by Scheduling * Pay for combinations with unaltered original pairings will equal pay for original pairing plus pay and applicable RIG for additional flights	DOR	2/1/10
21.22.F.1.g Optimized pairing length limitations	Excluding reserves assignments, no optimized pairing will exceed the max pairing length for applicable base and bid period	DOR	2/1/10

21.22.F.2.b Compensation for open time pairings split by Scheduling	If an open time pairing is split by Scheduling: * RIG will be prorated for each piece, and DHR and THR will be applied to each piece where applicable * If portion of pairing split by Scheduling is assigned to a Reserve, DPM will be applied (Recalculated for entire duty period if APSB or additional flying assigned)	DOR	2/1/10
21.22.F.2.c RIG handling for pairings split by FAs	If pairing is split by FA: * If before checkin, RIG will be prorated for each piece of pairing * If after checkin, FA may choose to keep, prorate, or give away all RIG upon TT or GA	11/1/09	11/1/09
21.22.F.2.c DHR and THR for pairing split by FA when last flight runs late	* If pairing is split by FA and last flight of duty period runs 3:01 or greater late DHR is recalculated for duty period * If pairing is split by FA and last flight of pairing runs 3:01 or greater late THR is recalculated for pairing * If pairing is split by FA and last flight of duty period or pairing runs 3:00 or less late, only original proration of pairing will apply	DOR	2/1/10
21.23 Stock Option exercise duration	Stock Options must be exercised by May 31, 2012, unless an extension is granted by the Company.	DOR	N/A
22.1 Per Diem Match	Should Pilots receive a per diem increase during the term of this Contract, FA's will receive the same increase	DOR	N/A
22.2.C Single hotel rooms for each FA	* Scheduling may not ask FAs to share a hotel room. FAs may volunteer * Union will be notified of unforeseen circumstances	DOR	N/A
22.2.C Hotel room requirement for certain Charters	* Scheduling will provide a hotel room in domicile when FA is flying a charter with a duty period > 14 hours and > 4 hours of ground time in the domicile	DOR	N/A



22.(4 & 5) Passports and Inoculations	Company will reimburse FAs for cost of any Passports and/or inoculations required to complete job duties	DOR	N/A
23.1.B Exception to Medical expenses	Removal of statement regarding max out of pocket expenses, and removal of limit for deductible increases	DOR	N/A
23.3 Portability of Insurance	The Company will continue to contract for portability of Insurance and AD&D coverage upon separation from the Company	DOR	N/A
25.1 Health and Safety committee	* Inflight VP or designee will attend monthly meeting with Union Health Coordinator and Safety Coordinator * Added regulatory compliance issues as a topic	DOR	N/A
25.5 Air contamination and noise level	* The Company will allow Union participation in air quality and noise level studies performed by US Government agencies * FA's must report complaints of environmental conditions to the Company within 5 business days of knowledge * Company must acknowledge within 5 business days of receipt * Within 14 business days after acknowledgement, Company will provide response or status to FA and Union	DOR	N/A
25.6 Hearing tests	* Base line hearing tests will be available to FAs in all domiciles * Results of hearing tests will be provided to FAs	DOR	N/A
25.8, Clean up of bodily fluids	If FAs determine spill of blood or bodily fluids to be high risk or large , FAs are not responsible for clean up	DOR	N/A
25.9 Bomb threat searches	While on the ground bomb threat searches will not be conducted by FAs	DOR	N/A
25.12 Security in FA parking areas	FA designated parking areas will be provided security via electronic means or security personnel	DOR	N/A

25.13 Seats for Union on “Go Planes”	* 2 seats provided for Union on Go Planes * Inflight Go Team Members will be invited to Bloodborne Pathogen RT	DOR	N/A
25.14 Future Cabin Design	Subject to manufacture’s concurrence and confidentiality, FA H&S Committee will participate in future galley and cabin design studies in which the Company is involved	DOR	N/A
25.15 FA Fatigue	Fatigue policy incorporated	DOR	N/A
27.15 Union access to mutually agreed functions of Crew Tracking system	The Union will receive access to additional functions/reports of the Crew Tracking System when mutually agreed	DOR	N/A
27.16 Meeting rooms for Union in Domiciles	The Company will provide the Union an available meeting room upon request in each domicile	DOR	N/A
27.17 Rights to Union Representation	The Company will inform Flight Attendants of their right to have a Union Rep present at any mandatory meeting.	DOR	N/A
27.18 Union input on current and new technologies	Union will be granted input into current and new technologies concerning FAs	DOR	N/A
28.1.D Pairing Generation Guidelines	* Increased Min % with no RONS to 6% * Increased Min % with a single overnight to 12% * Reduced Max % with three overnights to 17%	June for July Bids	N/A
28.2.D.8 Bid line construction	No more than 18% of lines with single and double 48 hour breaks – including 3-on-3-off	DOR	N/A
28.3 (A, B, C) Scheduling Committee	* Periodic meetings with Scheduling Committee to review line building rules. The Company will consider recommendations by Scheduling Committee re: generation of pairings * Company will provide Scheduling Committee with pairing generation stats upon request	DOR	N/A

28.3 (D & E) New Hire FA lines	<ul style="list-style-type: none"> <li>* "New Hire placeholder screens" to house pairings for assignment to New Hires</li> <li>* New Hires not required to keep bid line of solely one or two day assignments in first full scheduled month – but must notify Crew Planning timely</li> </ul>	DOR	N/A
29.1.A Union Input re: new Domiciles	Input from the Union will be considered prior to opening any new domicile	DOR	N/A
29.2.E Moving Expenses	<ul style="list-style-type: none"> <li>* Increased weight limits to 18,000 lbs or 1,800 cu. ft.</li> <li>* Increased the amount per mile for the first vehicle to 21¢ and 15¢ for second vehicle</li> <li>* Increased food and lodging expense from \$75 to \$100 per night per family</li> <li>* Clarified pairing to be pulled and paid – only those on days assigned prior to confirming move</li> </ul>	DOR	N/A
29.3.A Monthly vacancy bid	A monthly vacancy bid will be made available	DOR	N/A
29.3.C Vacancy Right to Return	* If FA forced out of domicile, the FA will be given priority to return to that domicile if it will not cause displacements elsewhere	5/1/10	5/1/10
29.4 Satellite Base Testing	<ul style="list-style-type: none"> <li>* Within 90 days of DOR, protocol to be developed by Company and Scheduling Committee to test satellite bases</li> <li>* If Company elects to utilize satellite bases, a Satellite Base Sub-committee will be formed</li> </ul>	DOR	N/A
30.1 (B & C) Profit Sharing Plan	<ul style="list-style-type: none"> <li>* Recognition that Profit Sharing makes up a significant portion of retirement program</li> <li>* If Profit Sharing Plan is discontinued, negotiations will be reopened only to find a suitable replacement</li> </ul>	DOR	N/A
30.2.A 401K/Roth 401K matching	<ul style="list-style-type: none"> <li>* 401K increase in matching to 8.5% effective 01/01/09, and 9.3% effective 01/01/11</li> <li>* Roth 401K will be available effective 01/01/11, and match will be the same</li> </ul>	DOR	N/A

30.2.C.3 Accelerated Vesting	Added if FA retires with at least 25 years of credited service, will be fully vested	DOR	N/A
30.2.F Option Exercise Profits	When appropriate systems are implemented, profits during the year from Option Exercises will be included in compensation for 401K matching purposes	Upon Implementation	Upon Implementation
30.2.G 401K Matching exceeding allowable limits	If Co. matching is due to FA but is not allowed for reasons such as non-discrimination or legal limit, etc. the difference shall be paid in cash to FA as soon as the determination is made	DOR	N/A
30.2.H Timing of matching contributions	Matching contributions will be made at the same time that the Flight Attendant's contributions are made	DOR	N/A
32.1.a Sick call reporting	FA's may report sick up to a maximum of two calendar days prior to scheduled departure	DOR	N/A
32.2.(a & b) Reserve sick calls and associated attendance points	<p>* Reserve sick calls reported at the time of assignment or after receiving an assignment, but &gt; 2 hrs prior to scheduled departure will be treated as stated in Article 11.14.A</p> <p>* Reserve sick calls reported &lt; 2 hr notice prior to scheduled flt departure or APSB assignment will be treated as Reported Illness Less Than Two Hours prior to scheduled departure</p>	DOR	N/A
32.3.b.iii FTR applicability	Added: a NS will be reduced to an FTR if the FA meets the provisions of the No Show policy	DOR	N/A
32.3.(c, e, & g) Personal illness notes (introduced)	Personal Illness Notes (PIN) in lieu of a quarterly doctor's note	DOR	8/1/09

32.4. Submitting Doctor's Statements	<ul style="list-style-type: none"> <li>* FA may furnish DN to Leave Specialist as well as Sup</li> <li>* FA must submit Doctor's statements within seven working days after the ending of the last day of absence, excluding wknds and Holidays</li> <li>* Added Nurse Practitioner's or Physician Assistant's signature to satisfy Doctor's signature</li> </ul>	DOR	N/A
32.4.6 Recording attendance warning letters in Personnel Files	Warning letters related to attendance points accrual will not be recorded in the FA files until it is determined that the attendance points will not be reduced by a doctor's note/PIN	DOR	2/1/10
32.5 Personal Illness Notes (PINs) details	<ul style="list-style-type: none"> <li>* PIN's must be submitted by FA prior to or on the next scheduled pairing or within 7 working days (excluding weekends and Holidays) after the ending of the last day of absence, whichever is earlier</li> <li>* PINs will be accepted in lieu of doctor's statements with certain stipulations (e.g., maximum duration of a PIN is 7 calendar days; may not be used in conjunction with certain Holidays; may not be used the same quarter as a doctor's statement; may be sent via SWA e-mail account or in person only)</li> <li>* The Company will send confirmation of receipt of PIN</li> <li>* 0 points for timely and proper submission of PIN</li> </ul>	DOR	8/1/09
32.6 Attendance Control Procedure	*Warning letters will be sent to the FAs' SWA email accounts	DOR	2/1/10
32.8 Abuse of Sick Leave	Acknowledges use of sick leave for other agreed to provisions	DOR	N/A
32.11 & 12 No-Show Policy	Incorporated No-Show Policy	DOR	N/A
33.1 Commuter Policy	* Addition of off-line carriers, domicile arrival times, Reserve, and operational applicability	DOR	N/A

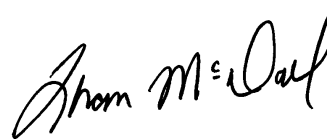
33.1.B Recoverability options for commuting Reserves	Recoverability options for Reserves using the Commuter Policy	DOR	N/A
33.4 Waiving Deadheads at the beginning of a pairing	* FAs who waive Deadheads at the beginning of a pairing and comply with provisions will be compensated for the Deadheads * Failure to comply with provisions will result in a No-Show * Duty day will begin 30 minutes prior to departure of first working leg of pairing	DOR	N/A
34 Duration and Termination	This agreement is effective 06/01/08 through 05/31/12	DOR	N/A

Provisions contained in the previous contract between the parties shall control circumstances up to the effective dates as described herein.



Mike Hafner

Vice President, Inflight Services



Thom McDaniel

President, TWU Local 556

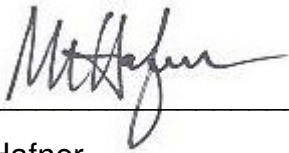
Date: August 27, 2009

**SIDE LETTER 5**  
**INVALID DOCTOR'S STATEMENT**

If a doctor's statement is deemed unacceptable, the Flight Attendant will be responsible for submitting an acceptable doctor's statement as follows:

- within seven (7) working days exclusive of Saturdays, Sundays, and Holidays from the date the Company notified the Flight Attendant of the note's unacceptability, or
- within five (5) calendar days from the termination of her/his next scheduled pairing,

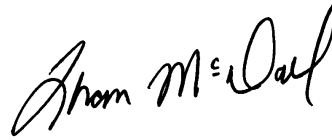
whichever is earlier.



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Mike Hafner

Vice President, Inflight Services



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Thom McDaniel

President, TWU Local 556

Date: September 10, 2009

**SIDE LETTER 6**  
**Amended FMLA for Flight Crew**

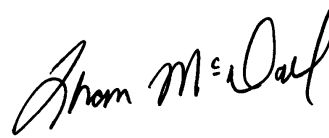
As outlined in Article 15.6 in order to stay current with changes to the federal law, Southwest Airlines and the TWU Local 556 have agreed to amend the first sentence in Article 15.6.A. to read as follows:

A Flight Attendant is eligible for FMLA if she/he has been employed by the Company for at least twelve (12) months and has a minimum of 504 duty hours in the preceding twelve (12) months.



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Mike Hafner  
Vice President, Inflight Services



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Thom McDaniel  
President, TWU Local 556

Date: March 22, 2010



## **SIDE LETTER 7**

### **737 -800 Series**

**ARTICLE 7.4** – Add “D” position Flight Attendant.

**ARTICLE 10.1.B.1** – Add “D” position Flight Attendant.

**ARTICLE 10.1.C.1** – Add four (4) Flight Attendants for -800 Series Aircraft only.

**ARTICLE 10.12.A** – Scheduled or unscheduled Deadheading Flight Attendant(s) will be considered (a) must ride(s) to include jumpseat(s) first and then cabin seats. On Flights scheduled over three (3) hours on the 737-800 series aircraft, only one (1) deadheading Flight Attendant may be required to occupy a jumpseat.

**ARTICLE 19.H** – If Flight Attendants are required to attend training for the 737-800 in person, they will be compensated in accordance with provisions of Article 19.H (*mandatory meetings*).

**ARTICLE 21** – Flight Attendants shall receive pay increases of 2% on June 1, 2011 or pay raises calculated pursuant to the contractual profitability pay raise formula, whichever is greater. Pay increases for June 2012 shall be based on the contractual profitability formula as applied to calendar year 2011, rather than 2010. The Contract Amendable date will be extended to May 31, 2013.

**ARTICLE 21.18** – If the number of passengers on a flight involving a 737-300 or 737-700 exceeds 122 or the number of passengers on a flight involving a 737-800 exceeds 162, each Flight Attendant will be paid \$5.00 in addition to trip pay.

**ARTICLE 24.6** – The basic Agreement shall be reopened for the purpose of negotiating rates of pay, rules and working conditions in the event that the Company places into service an aircraft other than the Boeing 737-200/300/500/600/700/800 or institutes meal service or international flights or flights outside the 48 contiguous United States of America. Either party will give the other a sixty (60) day notice of intention to reopen the Agreement, unless a shorter period is mutually agreed upon. Notice to reopen hereunder shall be given in accordance with Section 6, Title I of the Railway Labor Act, as amended.

### **737-800 Subcommittee**

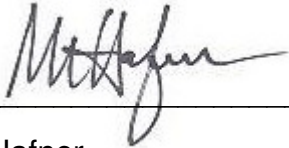
With the introduction of the 800 series aircraft, it is understood that work rules, line generation and bidding policies unique to the introduction of the 800 will need to be addressed. (With regard to pairing generation, Art. 28.3 shall apply.) There shall be an “800 Subcommittee” comprised of 3 members appointed by the Union and 3 members appointed by the Company to mutually agree on such policies prior to the aircraft being placed into service. (The composition of the committee may vary depending on the subject matter being addressed.)The

"800 Subcommittee" shall reconvene 90 days after the aircraft is placed into service to address any issues and periodically as needed.

Other Thoughts in Concept:

Mixed Lines: With only a few 800s in the system, the Flight Attendant assigned D position will need a full line of time; therefore, they may have a line mixed with B or C flying.

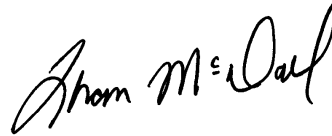
Our existing agreement of lines paying no less than 80 TFP will remain in effect, unless otherwise mutually agreed by the Union and the Company.



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Mike Hafner

Vice President, Cabin Services



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Thom McDaniel

President, TWU Local 556

Date: December 14, 2010

## **SIDE LETTER 8**

1. Add Boeing 717 to Article 24.6.

2. **TRAINING**

- a. If Flight Attendants are required to attend training in person for the 737-800 or 717 in excess of four (4) hours, each training event will be compensated at 6.5 TFP. The 737-800 and 717 training events will not be scheduled for more than eight (8) hours.
- b. If Flight Attendants are required to perform online training for the 737-800 or 717, each training event will be compensated at 2.0 TFP and will not be scheduled to exceed three (3) hours.
- c. The procedures outlined in Article 10.8.A, C, D and E will apply to 737-800 and 717 training events.

3. Article 10.12 and Side Letter 7 are amended as follows:

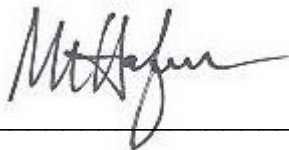
### **ARTICLE 10.12 – DEADHEADING**

A. A scheduled or unscheduled deadhead to protect a flight, Charter deadheads, rescheduled deadheads, or a scheduled deadhead from a flight, will be considered a must ride to include cabin seats for all Flight Attendants. A Flight Attendant may, but is not obligated to, occupy a jumpseat.

B. An unscheduled deadhead requires must ride cabin seating. A Flight Attendant may, but is not obligated to, occupy a jumpseat. If the Flight Attendant does not make her/his scheduled deadhead, and does not have a must ride reservation, the Flight Attendant will be treated as a revenue standby. When a flight is not available after four (4) hours, the Flight Attendant will be given a hotel room and remain overnight, if she/he chooses.

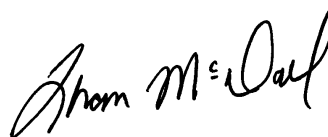
## **SIDE LETTER #7**

**ARTICLE 10.12.A** – Scheduled or unscheduled Deadheading Flight Attendant(s) will be considered (a) must ride(s) to include cabin seats for each Flight Attendant. A Flight Attendant may, but is not obligated to, occupy a jumpseat.



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Mike Hafner  
Vice President, Cabin Services



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Thom McDaniel  
President, TWU Local 556

Date: May 31, 2011

## **Side Letter 9**

**Agreement  
between  
Southwest Airlines Co.,  
AirTran Airways, Inc.,  
the Flight Attendants in the service of  
Southwest Airlines  
as represented by  
Transport Workers Union  
Local 556,  
and  
the Flight Attendants in the service of  
AirTran Airways  
as represented by the  
Association of Flight Attendants, AFL-CIO**

**FLIGHT ATTENDANT  
SENIORITY INTEGRATION  
AND TRANSITION AGREEMENT**

This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, and in accordance with the McCaskill-Bond amendment to the Federal Aviation Act, by and between Southwest Airlines Co. ("SWA"), AirTran Airways, Inc. ("ATR"), the Flight Attendants in the service of Southwest Airlines as represented by Transport Workers Union Local 556 ("TWU 556"), and the Flight Attendants in the service of ATR as represented by the Association of Flight Attendants-CWA, AFL-CIO ("AFA").

**WHEREAS**, SWA acquired ATR on May 2, 2011, with the intent to merge the two carriers into one integrated air carrier operating as SWA;

**WHEREAS**, the planned integration of the two carriers will result in the combination of the craft or class of Flight Attendants of both carriers;

**WHEREAS**, SWA, ATR, TWU 556 and AFA wish to provide for the orderly transition of ATR Flight Attendants to SWA under a single seniority list and collective bargaining agreement, represented by a single collective bargaining representative within a single transportation system under the Railway Labor Act, as amended;

**WHEREAS**, SWA, ATR, TWU 556 and AFA entered into a Seniority Integration Process Agreement and pursuant to said agreement have entered into this negotiated Flight Attendant Seniority Integration and Transition Agreement, as opposed to submitting the issue of flight attendant seniority integration to the uncertainty of Arbitration:

**NOW THEREFORE**, SWA, ATR, TWU 556, and AFA do hereby agree as follows:

### **I. Seniority Integration**

#### **A. Seniority**

1. The SWA Flight Attendant seniority list and the ATR Flight Attendant seniority list shall be integrated in the following manner:

- a. Flight Attendants on the SWA Flight Attendant seniority list as of September 26, 2010 shall be credited with their full SWA Flight Attendant classification seniority in accordance with the SWA-TWU 556 CBA, and, in addition, shall be credited with two and one-half (2 ½ ) years of additional constructive seniority for all bidding purposes as a result of this Agreement.
  - b. Flight Attendants on the ATR Flight Attendant seniority list as of September 26, 2010 shall be credited with their full ATR Flight Attendant classification seniority in accordance with the ATR-AFA CBA.
  - c. The seniority of Flight Attendants who enter, or have entered, the service of either carrier as Flight Attendants after September 26, 2010 shall be determined by their "date-of-hire" as Flight Attendants (and adjusted in accordance with the respective CBA due to a leave of absence, etc. if necessary), i.e. the date they enter service for either carrier as a Flight Attendant.
  - d. The foregoing lists will then be blended into one integrated Flight Attendant system seniority list, beginning with the most senior SWA Flight Attendant and descending thereafter in order of each Flight Attendant's classification seniority, with SWA Flight Attendants' classification seniority modified and adjusted as set forth in part I, paragraph A.1.a. above.
  - e. If more than one Flight Attendant has the same seniority date in the integrated Flight Attendant system seniority list, then seniority will be determined by placing the SWA Flight Attendant(s) ahead of the former ATR Flight Attendant(s).
2. ATR Flight Attendants shall continue to be subject to and governed by the ATR Flight Attendant seniority list so long as they remain in the ATR partition, and shall be subject to and governed by the ATR-AFA CBA.
  3. The integrated Flight Attendant seniority list shall be applied to SWA Flight Attendants pursuant to the terms and provisions of the SWA-TWU 556 CBA only after ATR Flight Attendants begin to transition to SWA, and shall be applied to ATR Flight Attendants upon the completion of her or his SWA Special Merger Training.
  4. Notwithstanding the provisions of part I, paragraph A.1.a. above, within the future SWA ATL domicile, all intra-domicile bidding shall be awarded based on actual "date-of-hire" seniority, i.e. the actual date a Flight Attendant entered service for either carrier as a Flight Attendant.
  5. The SWA-TWU 556 CBA shall govern displacement events within the SWA operation, unless otherwise addressed in this Section Five (5).
    - a. All ATR Flight Attendants, after they transition to SWA, shall be considered "displaced" from the future SWA ATL domicile and will be given return priority to the future SWA ATL domicile as provided for in Article 29.3.C of the SWA-TWU 556 CBA.
    - b. ATR Flight Attendants based in the ATR MCO domicile as of the date of ratification of this agreement and ATR Flight Attendants with a standing bid for the ATR MCO domicile as of midnight Central Time on December 31, 2011 shall be considered, after they transition to SWA, "displaced" from the SWA MCO domicile and will be given return priority as provided for in Article 29.3.C. of the SWA-TWU 556 CBA.

6. In no event will the implementation of the integrated Flight Attendant seniority list result in a “system rebid” or “master rebid” resulting in a system-wide “bump and flush” event.

**B. Future SWA ATL Domicile**

SWA will establish an ATL Flight Attendant domicile no later than January 1, 2015.

**C. SWA Flight Attendant Protection**

Nothing in this Agreement shall operate to cause any loss of existing rights or benefits for SWA Flight Attendants under the SWA-TWU 556 CBA, including, but not limited to those indicated herein.

**II. AirTran’s Flight Attendants Transitioning To A New Company (SWA)**

**A. Flight Attendant Collective Bargaining Agreements**

1. ATR Flight Attendants shall continue to be subject to and covered by the ATR-AFA collective bargaining agreement (“ATR-AFA CBA”) so long as they remain in the ATR partition.
2. Upon successful completion of SWA Special Merger Training for service as a SWA Flight Attendant, Flight Attendants on the ATR System Seniority List shall transition to and become Employees of SWA and will be subject to and covered by the SWA-TWU 556 collective bargaining agreement (“SWA-TWU 556 CBA”), including all rates of pay, scheduling provisions, insurance, retirement, and benefits, in accordance with the transition and implementation provisions of this Agreement.

**B. AirTran Flight Attendant Longevity**

ATR Flight Attendants shall be credited with their full ATR longevity for purposes of retiree passes and retirement, vesting and profit sharing; and with their full ATR Flight Attendant longevity for purposes of rates of pay, vacation accrual, and other relevant provisions of the SWA-TWU 556 CBA.

**C. Sick Leave**

An ATR Flight Attendant’s accrued and unused sick bank shall be carried over to SWA and shall be credited under the SWA-TWU 556 CBA at a conversion rate of seven (7) TFPs (trips for pay) for each day of accrued and unused ATR sick leave under the ATR-AFA CBA. Portions of days shall be pro-rated accordingly.

**D. Probation**

1. An ATR Flight Attendant who has successfully completed initial Flight Attendant probation at ATR prior to transitioning to SWA will not be placed on initial Flight Attendant probation at SWA.

2. An ATR Flight Attendant who is on ATR Flight Attendant probation at the time she/he transfers to SWA shall be required to finish serving her/his probationary period under the SWA-TWU 556 CBA.
3. No ATR Flight Attendant shall have her/his probationary period extended beyond the probationary period provided for in the SWA-TWU 556 CBA solely as a result of the integration of SWA and ATR.

#### **E. Vacation**

1. ATR Flight Attendants with accrued and unused ATR vacation when they transition to SWA shall be credited with the amount of vacation to which they would have been entitled had they earned vacation under the SWA-TWU 556 CBA. If an ATR Flight Attendant transitions to SWA after the annual vacation bid, she/he will enter a bid for vacation slots offered to SWA Flight Attendants, and be awarded the week(s) that she/he could have held with her/his seniority as determined by the integrated seniority list in her/his SWA domicile. No SWA Flight Attendant's already existing bid and/or award shall be rescinded.
2. ATR Flight Attendants will have the option to be paid for any remaining vacation days for the current year prior to transferring to SWA and attending Special Merger Training. The vacation will be paid at her/his ATR pay rate under the provisions outlined in Section 9.A.3 of the ATR-AFA CBA. Any Flight Attendant exercising this option will receive pay only, and will not receive time off for the vacation days.

#### **F. Uniforms**

1. ATR Flight Attendants shall receive at no cost to them an initial uniform complement consisting of 5 tops, 5 bottoms, 1 belt, and 1 Systems Parka (or replacement designated by SWA) upon transitioning to SWA. For purposes of their Uniform Account under Article 13 of the SWA-TWU 556 CBA, "hire date anniversary" shall be the date they successfully complete SWA Special Merger Training. There will be no Probationary Flight Attendant credit to be provided upon the completion of probation, per Article 13.4 of the SWA-TWU 556 CBA, for any ATR Flight Attendant pre or post-transition to SWA.
2. ATR Flight Attendants transitioning to SWA with a positive ATR uniform credit shall be paid out the balance of their uniform account within thirty (30) days after successfully completing SWA Special Merger Training, in accordance with ATR-AFA CBA Side Letter I, dated March 25, 2011.
3. ATR Flight Attendants with a negative ATR uniform balance shall continue to remit payments through payroll deduction at the same rate.

#### **G. Furlough/ Hiring**

1. No SWA Flight Attendant will be furloughed solely as a result of the ATR acquisition.
2. No ATR Flight Attendant will be placed on furlough prior to her/his transition to SWA unless prohibitive conditions beyond the control of SWA occur, to include extreme economic conditions.

3. SWA will not hire Flight Attendants “off the street” during any period when ATR Flight Attendants are on furlough, unless ATR Flight Attendants decline the opportunity to transition to SWA at that time.

## **H. Insurance Benefits**

1. Upon successful completion of SWA Special Merger Training for service as a SWA Flight Attendant, ATR Flight Attendants shall become SWA Employees and shall be entitled to participate in and elect insurance benefits under the various SWA insurance plans in the following manner:
  - a. An ATR Flight Attendant shall continue under her/his then existing ATR insurance plan until the last day of the month in which she/he becomes a SWA Employee.
  - b. The open enrollment period for the SWA insurance plans shall be thirty (30) days following SWA employment, with coverage retroactive to the first day of the calendar month following the month in which the ATR Flight Attendant becomes a SWA Employee.
  - c. An ATR Flight Attendant (and spouse/committed partner/dependents if elected) will be covered under the SWA insurance plan on the first day of the calendar month following the month in which she/he becomes a SWA Employee.
  - d. An ATR Flight Attendant will be credited under the SWA insurance plan with deductibles she/he may have incurred under the ATR insurance plan during the same calendar year. In addition, any expenses credited toward an ATR Flight Attendant’s out-of-pocket maximum under the ATR insurance plan will be credited toward her/his out-of-pocket maximum under the SWA insurance plan during the same calendar year.
  - e. An ATR Flight Attendant on continuing health insurance benefits via COBRA shall be allowed to continue doing so to the extent required by law.
  - f. There will be no break in coverage due to transition from an ATR health insurance plan to a SWA health insurance plan. Pre-existing conditions will be covered after transition.
2. SWA shall provide an enrollment guide to ATR Flight Attendants at least thirty (30) days prior to the commencement of their employment with SWA and their open enrollment period.

## **I. 401(k) Plan/ Profit Sharing/ Retirement Passes**

1. 401 (k) Plans
  - a. ATR Flight Attendants who are participants in the AFA-ATR 401(k) plan shall retain their AFA-ATR 401(k) accounts, and their service as SWA Employees will be credited for vesting purposes under the AFA-ATR 401(k) plan.
  - b. After transitioning, ATR Flight Attendants will be auto-enrolled in the SWA 401(k) plan at a 3% contribution rate upon entering employment with SWA. Thereafter, the Flight Attendant may elect to modify or cease her/his contributions, and may elect to



enroll in the SWA Roth 401(k) plan as provided for in Article 30 of the SWA-TWU 556 CBA.

- c. ATR flight attendants will be eligible for SWA matching 401(k) contributions as provided for in Article 30 of the SWA-TWU 556 CBA effective from and after their first day as a SWA Employee.
- d. For “years of service” vesting in the SWA 401(k) plan, an ATR Flight Attendant’s ATR longevity as provided for in part II, paragraph B. of this Agreement shall apply.

## 2. SWA Profit Sharing Plan

ATR Flight Attendants shall become eligible for and covered by the SWA Profit Sharing Plan effective January 1, 2012 and their ATR longevity as provided for in part II, paragraph B. of this Agreement shall apply toward vesting in the SWA Profit Sharing Plan.

## 3. Retiree Pass Privileges

- a. For the purposes of determining SWA Retirement Pass Privileges and meeting the “age plus years of service” standard, an ATR Flight Attendant’s combined Company longevity as determined in part II, paragraph B. of this Agreement shall apply.
- b. ATR Flight Attendants who have previously retired or who will retire with ATR pass benefits shall be afforded SWA pass privileges in accordance with the SWA Retirement Pass Privileges Program.

## J. Training

- 1. Dates of SWA Special Merger Training shall be published to the ATR Flight Attendants on the 1<sup>st</sup> day of the month two bid periods prior to the training dates. Example: Special Merger Training dates for June will be published on April 1. Active Flight Attendants shall bid for and to the extent possible be awarded dates of training in ATR system seniority order. However, if ATR operations cannot be adequately protected by Flight Attendants willing to voluntarily transfer to an affected base or virtual base, junior Flight Attendants in a selected base or virtual base will be assigned to SWA training slots in inverse order of seniority in order to maintain the balance necessary to protect the ATR operation. Each set of training dates shall be posted for a minimum of two (2) weeks. Awards will be posted on FLiCA, or successor system, within 24 hours after the close of bids. Once notified of training space awards, Flight Attendants shall have a minimum of one (1) full bid period prior to the commencement of training from the time of training bid award. Flight Attendants scheduled to work an original assignment(s) during the two days immediately preceding the Special Merger Training report date will be pulled from their original assignment(s) (or portion thereof) and will not suffer a loss of pay for the pulled assignment(s).
- 2. During SWA Special Merger Training, ATR Flight Attendants shall be compensated in accordance with Section 2.K.2 of the ATR-AFA CBA (i.e 3.5 hours per day).
- 3. Travel to and from SWA Special Merger Training shall be via positive space air travel.
- 4. If an insufficient number of ATR Flight Attendants bid for a specific SWA Special Merger Training session, ATR Flight Attendants may be assigned to the unfilled training slots in

inverse ATR Flight Attendant seniority order by base or virtual base as necessary to protect the ATR operation. Flight Attendants so assigned who decline to attend training shall be considered to have resigned in good standing for purposes of the ATR CBA. Special circumstances will be handled on an individual basis at the sole discretion of SWA.

5. Successful completion of SWA Special Merger Training is required of all ATR Flight Attendants transitioning to SWA. ATR Flight Attendants who fail to successfully complete SWA Special Merger Training, or who choose not to transition to SWA, shall be considered to have resigned in good standing for purposes of the ATR CBA.
6. No SWA Special Merger Training of ATR Flight Attendants shall occur prior to the establishment of a combined Flight Attendant Master Seniority List.
7. Hotel accommodations for ATR Flight Attendants during SWA Special Merger Training shall be single occupancy.
8. Upon being assigned/awarded SWA Special Merger training, an ATR Flight Attendant will be required to put in a bid for a new SWA domicile vacancy award. The SWA domicile award will be made before the commencement of training. If the new award is to a different base than the ATR Flight Attendant's prior base, she/he will be considered displaced and the SWA-TWU 556 CBA provisions and moving expenses shall apply.
9. ATR Flight Attendants on a leave of absence may not be awarded or involuntarily assigned SWA Special Merger Training.
10. The Flight Attendant will be given the two (2) days off immediately following the successful completion of training. If necessary, the Flight Attendant's bid line will be adjusted in accordance with Article 10.9 of the SWA-TWU 556 CBA. A Flight Attendant may be assigned a pairing(s) checking in between the training and her/his first bid line, provided she/he has two days off between training and the first assignment. All assignments will be in accordance with Article 8 of the SWA-TWU 556 CBA.

#### **K. Leaves of Absence**

1. Any ATR Flight Attendant may remain on a Leave of Absence pursuant to the ATR-AFA CBA until operational integration is complete. Thereafter, any such leave may continue at SWA pursuant to the provisions of the SWA-TWU 556 CBA.
2. A Flight Attendant who is awarded/assigned a training slot and begins a Leave of Absence prior to or while attending training will remain on leave at ATR and will rebid for training upon returning from leave.
3. After the completion of the operation integration, any ATR Flight Attendant returning from a Leave of Absence shall be provided the required SWA Special Merger Training in the next available training class.

#### **L. Personnel File**

1. Flight Attendants shall have the opportunity to review their personnel files prior to transitioning to SWA. Points accumulated under the ATR Attendance and Reliability Policy will be converted to the SWA Attendance Policy on a fair and equitable basis in accordance with Side Letter J of the ATR-AFA CBA.

2. Unfavorable material shall be removed pursuant to the ATR-AFA CBA provisions in Section 19.C. 12-13. "Last Chance Agreements" shall remain in a Flight Attendant's file until the prescribed removal date.

### **III. Enforcement and Execution of this Agreement**

#### **A. Partition**

1. Only ATR Flight Attendants will serve on ATR aircraft prior to conversion of the aircraft to SWA aircraft. No SWA Flight Attendant shall serve on an ATR aircraft prior to the conversion of the aircraft to SWA aircraft.
2. ATR Flight Attendants shall continue to serve on ATR aircraft under the terms and provisions of the ATR-AFA CBA and the ATR Flight Attendants seniority list, unless otherwise expressly agreed.

#### **B. Costs Associated with Seniority Integration**

SWA or ATR shall bear the cost of flight pay loss for trips dropped, lost time, and for hotel expenses of ATR Flight Attendant members of the Merger Committee and the SWA Flight Attendant members of the Merger Committee incurred in the course of fulfilling their seniority integration duties and responsibilities. SWA shall bear the cost of any cancellation fees and costs associated with Arbitrators selected pursuant to the Process Agreement.

#### **C. Status Quo**

1. The parties acknowledge that this Agreement will not be a waiver of the rights of AFA, ATR, SWA, and/or TWU 556 to file and progress Notices pursuant to Section 6 of the Railway Labor Act to modify rates of pay, rules, and working conditions applicable to Flight Attendants in the employ of ATR or SWA.
2. Grievances:
  - a. ATR Flight Attendant grievances shall be processed by AFA in accordance with the ATR-AFA CBA.
  - b. AFA and ATR agree to meet and make all best efforts to resolve all outstanding grievances and disputes under the ATR-AFA CBA.

#### **D. Dispute Resolution**

1. Any dispute arising out of the terms of this Agreement, except as provided in part III, paragraph C.1 above, insofar as it relates to an ATR Flight Attendant's service for ATR under the ATR-AFA CBA, or insofar as it relates to any provision of this Agreement regarding an ATR FA who has not yet transitioned to SWA employment, shall be processed by AFA and resolved using the provisions of Sections 19 and 20 of the ATR-AFA CBA.

2. Any dispute arising out of the terms of this Agreement, except as provided in part III, paragraph C.1 above, with regard to current SWA Flight Attendant and/or any ATR Flight Attendant after said Flight Attendant's transition to SWA, shall be resolved using the provisions of Articles 19 and 20 of the SWA-TWU 556 CBA.

**E. Status of Agreement**

This Agreement shall become effective upon ratification of the agreed integrated seniority list by the respective memberships of TWU 556 and AFA. In the event the agreed integrated seniority list is not ratified by both memberships, this Agreement shall be null and void, and shall not be admissible in any arbitration proceeding under Section V. of the parties' Seniority Integration Process Agreement.

**AGREED:**

**Southwest Airlines Co.**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AirTran Airways, Inc.**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Transport Workers Union, Local 556**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Association of Flight Attendants**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **QUESTIONS AND ANSWERS**

The following are questions and answers relating to various issues addressed in the collective-bargaining agreement. The purpose of this section is to answer questions of interpretation on different aspects of the agreement. It is intended to aid both parties in understanding the context of the agreement. The answers provided were agreed to by the Union and the Company. In the event that such answers are in conflict, or imply a conflict, with the language contained in the agreement, the agreement shall govern.

### **Article 3 – Scope**

#### **What “onboard sales” need to be negotiated with the Union?**

The sale of any additional products or services in the future that affect the Flight Attendants’ ability to do their jobs must be negotiated with the Union. Example: Onboard Wi-Fi does not have to be negotiated with the Union because it does not materially affect our jobs.

#### **What are “me-too” clauses in our Contract?**

A “me-too” clause in our Contract gives our Flight Attendants the option for an automatic benefit resulting from an improvement in other Contracts such as our Pilots. Our Contract contains multiple “me-too” clauses; for example, one is in our Scope Article regarding job protection and another is in our Expenses Article regarding per diem increases. If our Pilots are offered something better in these areas, we will be offered the same benefit and have the option of implementing it into our Contract.



## **Article 8 – Hours of Service**

### **How do I sign up to be notified via electronic means if my first flight of the day is delayed?**

Until other electronic means is developed, you can be notified of a flight delay(s) by utilizing southwest.com, as our passengers currently do. If you sign up and are not notified that your flight is over two (2) hours late, you will be paid 2.0 TFP.

### **What should I do if I am notified electronically that my flight is over two (2) hours late?**

You can either call Scheduling who may allow you to remain at the hotel or home and give you a new report or check-in time, or you may simply report at your scheduled time.

### **If my flight is running over two (2) hours late and I call Scheduling, am I guaranteed the choice to stay at the hotel or at home?**

No.

### **Who can require me to stay with the aircraft beyond my scheduled day?**

Scheduling is the only authority that can make this request, which means that if you are notified that Scheduling requested you to call them, you are required to do so. If Scheduling does require you to stay with the aircraft, your duty day will be extended for the length of time you are required to remain on duty and you will be compensated according to the provisions of Article 8 of the Contract.

### **Do Flight Attendants have to stay with the aircraft until the new Crew arrives?**

Only if it's a through flight or you are directed by Scheduling to remain with the aircraft.

### **What are “critical circumstances,” and who can require early boarding?**

“Critical circumstances” refer to events that would affect the ability of the aircraft to depart as scheduled, such as severe weather moving in that could shut down airport operations, etc. Dispatch may direct the Captain to an early departure, which could require early boarding. “Critical circumstances” are NOT operational issues such as excessive wheelchairs or full flights.

### **What happens if I do not call Scheduling to exercise my option to be pulled for double the time spent on duty following a pairing with a duty day over 12:30 hours?**

You will automatically get one and one-half time (1.5) pay for the portion that would have been pulled.

**Did our minimum crew rest in Article 8.3.B decrease in this Contract?**

No, the language was changed to reflect “block to check-in” instead of “block to block” to provide increased pay protection. Legal crew rest is 9:30 hours from block to check-in which is equivalent to ten (10) hours block to block under the old agreement. If you receive less than 9:30 hours from block to check-in you will be paid double time (2) for legs flown until you receive legal crew rest.

**What is an example of circumstances that would significantly delay my arrival to a hotel?**

These are unusual events that disrupt your hotel transportation or ability to check into your hotel, such as excessive wait time for hotel van, hazardous weather, etc.

**How long do we need to wait before our Crew should get our own transportation?**

Thirty (30) minutes.

**Can Scheduling change my report time?**

Yes, in situations involving reschedule or for FAR purposes on an RON. Scheduling cannot adjust your report time only to prevent you from receiving premium pay for any legality. Scheduling can only adjust your report time in domicile at your request as detailed in Article 8.2.A.1.f & g.

**What will happen if the FAA imposes any further restrictions regarding Minimum Crew, or if exemptions are revoked or not extended?**

The Company and the Union will work to implement procedures giving Flight Attendants relief.

## **Article 9-Additional Flying**

### **Which kinds of pairings must remain in Open Time for more than a few minutes?**

All uncovered legal pairings (starting and ending in the same domicile) caused by non-operational events must remain in Open Time for more than a few minutes.

### **What does “self-notify” mean, and do I have to confirm assignments electronically?**

If you are given an assignment on Reserve or your pairing is altered as a Lineholder, you will have the option to accept the assignment or acknowledge the change via CWA rather than speaking to a Scheduler. However, you will not be required to accept an assignment or a change electronically and may wait for Scheduling to notify you of the assignment or change.

### **What is electronic means for VJA notification?**

Scheduling will notify Flight Attendants of pairings available for VJA via CWA messages until other notification system(s) are developed.

### **Can I trade my VJA pairing for another pairing in Open Time?**

Yes, but you will only retain VJA pay if trading for a pairing that is also available for VJA.

### **If I am on my overnight and one of us is needed for a reschedule, how will I know it was assigned to my junior Crew Member? What if I want to fly it instead?**

You will not know about the reschedule of the junior Crew Member unless she/he contacts you letting you know about the reschedule or Scheduling is not able to contact the more junior Flight Attendant(s). If you become aware of the reschedule early enough, you will be able to exercise your seniority to work the reschedule instead of the junior Flight Attendant.

### **What is the difference between stranded and unscheduled RON?**

Both stranded and unscheduled RON result in you not returning to domicile as scheduled and incurring additional days of flying. An unscheduled RON happens when you are rescheduled by the Company. A stranded RON happens when circumstances beyond the Company's control prohibit them from being able to return you to domicile (e.g., inclement weather, natural disasters, acts of terrorism, misconnect).

### **What are “compensatory days”?**

These are days off owed to a Flight Attendant to restore their day(s) off as the result of an unscheduled RON, being stranded, or a move-up resulting in additional days of flying.

### **Am I paid for compensatory days?**

Lineholders are not paid for compensatory days; however, Reserves will not have their Reserve guarantee reduced due to compensatory day(s).



**What happens if I fly into a compensatory day due to an unscheduled RON, stranded RON, or a move up?**

You will be paid time and one-half (1.5) for flying on the compensatory day, receive another day off to compensate for your original choice and the option to receive another day off or the RIG for the new unscheduled RON, stranded RON, or move up.

**If I am owed a compensatory day off, can I choose the middle day of a three day?**

No, you must choose the first or last day of a pairing or Reserve block.

**Did the new language for stranded change past practice?**

No. Scheduling has always had the ability to work a stranded Crew back to domicile when necessary. However, the compensation you will receive has increased to: double time (2.0) if you receive the contractual minimum crew rest (9:30 hours block to check-in), and triple time (3.0) if you receive less than contractual minimum crew rest.

Example: There is a snowstorm that strands multiple Crews in OKC for two days. When the airport opens back up, some Crew Members will need to work to get the aircraft out, and the working Crew Members will be paid at the higher rate.

## **Article 10-Scheduling/Bidding**

### **Can I be awarded a Charter over my vacation?**

No. However, you may pick up a Charter from Open Time.

### **What does contingency basis mean for Job Share and MRT?**

You may bid for contingency MRT, or Job Share if you do not want it to count towards the maximum three (3) times or if you have already reached your maximum three (3) times. Contingency slots will only be awarded if slots remain unawarded after considering all non-contingency bidders. You can specify when you are bidding whether it is a contingency bid.

### **If I have two pairings in one day (like two (2) small turns), and one (1) DRT slot is offered that I could bid and hold, will I get pulled from both?**

Yes. All assigned pairings originating the day of the award will be pulled without pay.

### **I know I can take an earlier deadhead if Scheduling approves the request, but does that apply anywhere in the pairing?**

Yes, however, you will not receive any additional pay even if the earlier deadhead will cause your duty day to exceed any contractual legality.

### **When can I waive my deadhead?**

At the beginning of a pairing when the first leg(s) is/are a deadhead(s), you can waive your deadhead anytime up to six (6) hours before check-in. At the end of a pairing, you can waive your deadhead anytime after your last working leg and before the deadhead leg(s) departs as long as Scheduling does not have a reschedule for you at that time.

### **Can I waive my deadhead on a Charter?**

Yes, but any deadheads waived at the beginning of the Charter must be scheduled to depart from and arrive at a station that Southwest serves (it cannot be a non-SWA city or military base).

### **If I waive a deadhead during a VJA trip, will I still receive premium pay for the deadhead?**

Yes.

### **If the first or last day of my pairing is only a deadhead and I waive it, do I still receive a hotel room?**

Yes, you will still receive a hotel room. Keep in mind that your per diem will begin thirty (30) minutes before your first working leg at the beginning of your pairing and will stop right after you waive the deadhead(s) at the end of your pairing.

**If my first day consists of deadheads only and I waive them all, when do I check-in the next day?**

You will need to check-in at least thirty (30) minutes prior to departure.

**Will I be covered under the Commuter Policy if I waive a deadhead at the beginning of my pairing, and my commuter flight runs late?**

No, a Flight Attendant is not covered commuting to any city other than the domicile where the pairing begins and ends.

**If I have the option during overlap to call Scheduling and have a pairing (or piece of a pairing to the applicable SIP) pulled to allow for my twelve (12) hour domicile break, can I also request to keep the pairing (or piece of a pairing to the applicable SIP) and fly it for time and one-half (1.5)?**

Yes.

## **Article 11-Reserve**

**If I would normally be required to sit Reserve, but am not required due to the Secondary 35% line moving down, will I receive longevity pay if I choose to sit Reserve anyway?**  
Yes.

**If, as a Reserve, I am scheduled for the maximum duty day of twelve and one-half (12:30) hours, will I receive double time (2.0) for time on duty over twelve (12) hours?**  
Yes, for all flights flown over twelve (12) hours.

**If I drop less than four (4) days from my 4-day Reserve block, what Reserve label will the remaining days have?**  
They will be labeled as original Reserve days.

**If I self assign on Reserve over 118.2 TFP, will I receive premium pay of time and one-half (1.5) for the additional flying on Reserve?**  
Yes.

**If I self assign APSB will this count towards my five (5) monthly max for APSB?**  
No.

**If multiple people self-assign for APSB and Scheduling has a flying assignment during the APSB period, which person will receive the pairing?**  
Flying assignments will be given based on which APSB is legal for the assignment and report time. If more than one is legal and had the same report time, then it is assigned by the Reserve report order.

**Under what conditions would Scheduling designate pairings not available for self assignment?**  
Self Assignment will not be allowed if the number of pairings would drop below the maximum number allowed in Open Time. Also, Scheduling may designate pairings as not available for self assignment due to operational needs.



## **Article 12-Exchange of Trips**

**If I pick up/trade into a pairing from Open Time that has unpaid deadheads, will the deadheads now pay?**

Yes, you should call Scheduling to recode the deadheads with pay.

**Can I Jetway Trade when I arrive into my RON city?**

Yes.

**If I Jetway Trade in an RON city, who will get the hotel room?**

The Flight Attendant who is on duty the following day unless otherwise designated during the phone call to Scheduling.

**If I Jetway Trade to work to domicile for my next pairing and allow at least one (1) hour prior to check-in under the Commuter Policy, but I miss my next pairing due to Irregular Ops, will I be pay protected?**

No.

**If I Jetway Trade before a scheduled pairing, but experience a combined duty day over twelve (12) hours, will I receive any premium pay for flights over twelve (12) hours?**

No, the pairings will not be combined to determine contractual illegalities. Each pairing is considered separate for illegalities and will be compensated if applicable.

**What if I am not allowed down into the jetway to process the Jetway Trade?**

Both Flight Attendants may call Scheduling from the gate area.

**Can I schedule myself for more than fourteen (14) hours in one day?**

Yes, as long as you are only scheduled to deadhead beyond 13:30 hours from your first check-in.

**If I give myself two (2) hours between pairings and run late on the 2<sup>nd</sup> pairing, will I receive premium pay or straight time if an illegal duty day occurs?**

You will only receive straight time unless your 2<sup>nd</sup> pairing encounters illegalities independent of your combined duty day. Duty periods will not be combinable for determining premium pay for extended duty days.

**What if my 1<sup>st</sup> pairing runs late into my 2<sup>nd</sup> scheduled pairing and I need to be pulled/rescheduled because I was unable to make push; will I be compensated for trips pulled/rescheduled?**

The pull/reschedule will not result in a loss of pay. You will be guaranteed the greater of the sum of your originally assigned pairings, or what you actually flew.

**Can Flight Attendants trade pairings while in the same RON city?**

No.

## **Article 15-Leave of Absence**

### **How and when do I notify the Company if I want to take Parental Leave?**

You should request your Parental Leave in writing as soon as you are certain of the date for your leave. You will need to provide the following:

- A Written Request for Parental Leave to include:
  - Beginning and end date
  - Decision on whether to be paid from sick leave and/or vacation
- Legal documentation supporting the adoption, birth, or legal custodial rights.

Communication is the key to ensure a smooth process for your happy occasion. Make sure that the documents are received in a timely manner. Otherwise, your leave request could be delayed.





### **Article 16-Sick Leave/On The Job Injury**

**If I am on OJI and have vacation that overlaps, what will I be paid?**

If you were not awarded a line for that month, you will be paid either 34 TFP in "A" position, or what you could have bid and held at your seniority, whichever is greater.



## **Article 21-Compensation**

**If I am deadheading and flying “A” position on the pairing, will I receive “A” pay for the deadhead?**

Yes, if you are retrieving or returning from an “A” position flight.

**How will I be compensated Holiday Pay for a day with RIGS?**

You will receive double time (2.0) for the day, including RIGS.

**If I have illegal crew rest the night before a designated day that receives Holiday Pay, how will I be compensated?**

You will receive triple (3.0) time for that Holiday.

**Will I receive Holiday Pay if I am pulled due to illegalities?**

If you are pulled with pay on Thanksgiving Day, Christmas Day, or New Year’s Eve, because of being FAR illegal, you will receive Holiday Pay for trips pulled on these specific days. If you elect to be pulled on Thanksgiving Day, Christmas Day, or New Year’s Eve, because of a contractual illegality, you will not receive Holiday Pay for trips pulled.

**If I am scheduled to fly on a day with Holiday Pay, and I am entitled to double the time off spent on duty over 12:30 hours, how will I be paid?**

If you fly your scheduled pairing, you will be paid double time and a half (2.5). If you choose to be pulled for double the time off, you will not be paid Holiday pay and will receive straight time for the pull.

**Can Scheduling build a 4-day Optimized Pairing in Open Time in my base if there were no 4-day pairings on the original lines for that month?**

No. Optimized pairings will not be built and placed in Open Time to exceed the maximum RONS in each domicile’s bid packet.



## **Article 22-Expenses**

**Will Scheduling ask Flight Attendants to share a hotel room?**

No.

**Can I be forced to share a hotel room?**

No, but you can offer to share a room on your own accord. The hotel may ask you to share, but you are not required to do so.

**If I am on extended ground time, what conditions must be met before I can request a hotel room?**

You must be at an outstation (not a base, even if it is not your own) either scheduled or as the result of cancellations or delays for at least four (4) hours. Your next flight must be posted to depart at least four (4) hours from the time you make the call to Scheduling. The delay cannot be a rolling delay, such as one caused by weather or mechanical problems, where your scheduled departure time is continually changing.



## **Article 25-Health & Safety**

### **If I deem myself unsafe to fly or unable to perform required duties due to fatigue, what will happen?**

Scheduling will provide you with a minimum ten (10) hours uninterrupted rest. You will be returned home or reassigned either at the initial phone call or during your required phone call to Scheduling following the rest period.

### **Will I receive a chargeable occurrence or lose pay if I utilize the fatigue policy?**

No, providing the fatigue was caused by operational or duty-related factors and that you are willing and able to accept reassignment following the period of rest. These operational or duty-related factors may occur during your duty day or RON.

### **Who decides if I get paid for the flights pulled due to fatigue?**

The Base Manager will review submitted information. You will be pulled Company Convenience unless the Manager decides it was not duty-related, at which point it will be converted to a Leave Without Pay.





## **Article 32-Attendance Policy**

**If I self assign on Reserve, and then call out sick at least two (2) hours before my scheduled departure time, will I receive any additional point penalty?**

No.

**If the last day of my sick call is on a Saturday, when does my seven (7) working days time limit start to bring in a Doctor's note?**

Monday would be day one if it is not a Company recognized holiday. If Monday is a Company recognized holiday, then Tuesday would be the first day.

**If I use a PIN do I still need to call in sick to Scheduling?**

Yes.

**Can I use a PIN to excuse more than one pairing/Reserve block?**

Yes, as long as the days/Reserve days fall within seven (7) consecutive calendar days from the first day of the initial sick call.

**If I have already turned in a PIN and then call out sick again within the seven (7) consecutive days, can I revise my PIN and turn it in again to cover the second sick call?**

Yes, both sick calls for the same illness must fall within seven (7) consecutive days in order to be covered by a revised PIN.

**Can a PIN be used to excuse more than one pairing/Reserve day(s) even if any of the days fall beyond the seven (7) consecutive calendar days?**

Yes, but it will only excuse days per the Attendance Policy that fall within the seven (7) consecutive calendar days.

**If I have a pairing dated February 12-14, can I use a PIN to remove attendance points?**

No, February 14 is one of the designated blackout dates (Article 32.5.b.v). Your pairing may not include any PIN blackout dates.

**Can I use a PIN and a Doctor's note in the same quarter?**

No, unless linked as described below.

**Can I link a Doctor's note to a preceding PIN?**

Yes, if you turned in a PIN and are still ill beyond the seven (7) consecutive calendar days, you may then turn in a Doctor's note that can be used to include a maximum of fourteen (14) consecutive calendar days. The fourteen (14) days are counted after the ending of the last day of the initial absence due to your illness or injury. Example: Call in Sick on August 15, 16 & 17; begin counting the fourteen (14) consecutive calendar days on August 18. A Doctor's note would cover your illness or injury until August 31.

**If I want to link a Doctor's note to a PIN, how do I inform the Company?**

You should indicate on the Doctor's note your desire to link the Doctor's note to the PIN or you should attach a statement to the Doctor's note indicating the desire to link to the PIN.

**Can I extend a Doctor's note with a PIN?**

No.

## **Article 33-Commuter Policy**

**Will I be covered under the Commuter policy if I pick up out of base?**

Yes

**Does the Commuter Policy cover international flights?**

Yes, as long as the flights are arriving into the domicile in which the pairing originates.

**If I am commuting on another carrier does it have to be two (2) consecutive flights on the same carrier?**

No, but you should give yourself a reasonable backup based on the airport(s) and flight availability.

**If I use another carrier, how will I prove that I was listed for flights?**

You will need a printout from the carrier showing that you were listed for the two (2) consecutive flights if the carrier provides such documentation.

**Does the Commuter Policy cover me on Reserve on any other day than the first day of my Reserve block?**

No, the provision in the Commuter Policy for Reserve Flight Attendants only applies to the first day of your Reserve block.

**Will I be covered under the Commuter Policy if I accept a Jetway Trade to get to domicile?**

If your Jetway Trade was scheduled to arrive one (1) hour prior to the scheduled check-in time of your pairing or thirty (30) minutes prior to your Reserve contact time on the first day of your Reserve block, then you will be covered under the Commuter Policy.

**Will I be covered under the Commuter Policy if I waive my deadhead on the first day of my pairing?**

No.