



1990-1994

**AGREEMENT
BETWEEN
SOUTHWEST AIRLINES
AND
THE RAMP, OPERATIONS
AND PROVISIONING
ASSOCIATION**

ROPA





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PREAMBLE

This Agreement is made and entered into, with the provisions of the Railway Labor Act, as amended, by and between Southwest Airlines Co. (hereinafter referred to as the "Company") and Southwest Airlines Ramp, Operations and Provisioning Association (hereinafter referred to as the "Association"), representing the class and craft of employees recognized by the Railway Labor Act as Fleet Service Employees.

ARTICLE ONE

PURPOSE OF AGREEMENT

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

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

ARTICLE TWO

SCOPE OF AGREEMENT

A. The Association is recognized by the Company as the sole and exclusive bargaining agent for the employees of the Company based in the United States, its territories and possessions who comprise the class and craft of Fleet Service Employees.

B. This Agreement extends to and covers all employees in the classification described in Article Five who normally and regularly spend a majority of their work time in the performance of duties described in Article Five. Supervisors may continue to perform covered work while on duty, but a supervisor's schedule may not be altered to prevent payment of

overtime to a covered employee and a supervisor may not accept an overtime assignment if covered employees are available for voluntary overtime assignments.

C. Employees covered by this Agreement shall be governed by all reasonable Company rules and regulations previously or hereafter issued by proper authority of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to the affected employees prior to becoming effective. A copy of such rules and regulations shall be sent to the Association General Office.

D. The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company.

E. Any new job classification coming within the scope of the class and craft described in Paragraph A of this Article is recognized as coming within the jurisdiction of the Association and is covered by this Agreement. Such new job classification and the rates of pay for such new job classification will be negotiated between the Company and the Association. Any disagreement between the Company and the Association as to whether a new job classification comes within the scope of the class and craft shall be subject to Article Twenty.

ARTICLE THREE

STATUS OF AGREEMENT

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

B. It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the Company and the Association. In case of consolidation or merger, representatives of the Company and the Association will meet without delay and negotiate for proper provisions for the protection of the Association and employees' seniority rights set forth in this Agreement.

ARTICLE FOUR

DEFINITIONS

A. "Employee" as used in this Agreement shall mean the employees in the classifications of Ramp Agent/Provisioning Agent and Operations Agent/Freight Agent.

B. A "week" shall consist of seven (7) consecutive days commencing at 0001 Sunday morning.

C. A "day" shall be a twenty-four (24) hour period beginning at midnight.

D. A "work shift", except as otherwise provided herein, shall consist of eight (8) hours exclusive of meal periods.

E. "Month" as defined herein means calendar month.

F. "WOP" time shall mean leave without pay taken by agreement between the Company and the employee.

G. It is understood that wherever in this Agreement reference is made to the male gender, it shall mean both genders.

ARTICLE FIVE

CLASSIFICATIONS

SECTION ONE

RAMP AGENT/PROVISIONING AGENT

The work of a Ramp Agent and Provisioning Agent includes the functions which have been historically performed by such agents at Southwest Airlines and includes, but is not limited to, any or all of the following:

A. Loads, unloads, services, guides and directs Company aircraft.

B. Transports cargo to and from aircraft including from the Company to other carriers.

C. Loads and unloads the cargo compartment of the aircraft with cargo (such as customers' baggage, air freight, air mail, ballast and Company materials) according to a pre-determined plan.

D. Warehouses, weighs, stacks, picks up and delivers air cargo, checks air cargo handled against its accompanying forms to identify any mishandling or discrepancies and corrects routine errors.

E. Safeguards customers' baggage, air cargo, air mail and comat from weather, loss, theft, damage and/or destruction.

F. Receives and records customer baggage, air freight, air mail and comat as required.

G. Checks cargo forms for accuracy and corrects forms as necessary.

H. Equips aircraft cabin interiors for flights with equipment and

supplies such as blankets, literature, disposal and refuse containers and commissary items (including ice), in accordance with applicable paperwork.

I. Hand cleans interior of aircraft by such operations as hand sweeping and dusting, empties ash trays and uses specialized cleaning fluids and materials, using mechanized cleaning aids as required, in accordance with applicable paperwork.

J. Removes stains from upholstery, cleans windows and cleans and services lavatories and galleys disposal containers, in accordance with applicable paperwork.

K. Transports cabin equipment, commissary and cleaning equipment between aircraft and storage area.

L. Wears visual identification required by the Company, prominently displayed for ready recognition.

M. Maintains an inventory of cabin equipment items, commissary items and cleaning equipment and supplies, including the storage areas for such supplies and notifies local management of possible materials needed.

N. Checks delivery of supplies for shortages and brings discrepancies to the attention of local management.

O. Works according to Company regulations and procedures and instructions from supervisor issued in accordance with this Agreement.

P. As qualified, operates all power and other ground equipment (including push back tugs) assigned by the Company to complete its airline operations.

Q. Has routine contacts with people outside the Company such as delivery agents, shippers, etc.

R. Completes forms and paperwork connected with work assignments according to established procedures, and enters such information into the Company's information system as required.

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

OPERATIONS AGENT

SECTION TWO

The work of an Operations Agent includes the functions which have been historically performed by Operations Agents at Southwest Airlines stations and includes, but is not limited to, any or all of the following:

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

B. Opens and closes the stations, advising Dispatch of same, and transmits required messages about airport conditions, operates station communications equipment and radio communications traffic as needed. Answers station operations telephones. Advises gate agents when to board customers.

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

D. Arranges to have aircraft fueled as required.

E. Prepares weight and balance forms. Advises Dispatch, Flifo and stations of flight departures.

F. Closes out flights and files flight papers.

G. Ascertains that aircraft are properly cleaned and provisioned prior to departure.

H. Coordinates special services needed on flights, e.g., servicing lavatories, cabin grooming, wheelchairs for customers. Performs special emergency cleaning.

I. Operates jetway. Coordinates the boarding and de-planing of customers.

J. Works with gate agents in expediting the check-in process, collects boarding passes and verifies boarding counts.

K. Writes and submits irregularity reports as required.

L. Completes lost bag reports, sends and responds to tracing messages, checks lost and damaged baggage file, sends bags out for repair, arranges for bags to be delivered to customers.

M. Checks cargo on hand to see that it is properly logged and accounted for. Completes airbills, verifies shipments, accepts and accounts for payment.

N. Checks that board mail and Company material are dispatched and sent to indicated stations.

O. Receives, refers or makes paging calls and makes paging announcements as appropriate.

P. Keeps other station personnel advised of flight movements,

weather conditions and irregular operations.

Q. Prepares statistical reports to record information from trip papers.

R. Operates equipment for flight information display systems.

S. Properly maintains and wears the uniform as required by Company regulations and presents a neat and professional appearance while on duty.

T. Where the size of a station and the freight volume justifies it and where facilities are available, the Company will maintain a separate bid location of Freight Agents within the Operations Agent classification. The Company will establish a separate bid location and maintain it when and so long as the volume of freight at the station exceeds twenty thousand (20,000) pounds of outbound freight for a six (6) consecutive month period.

It is mutually understood and agreed that under normal working conditions, Ramp Agents will perform Ramp Agent duties; Provisioning Agents will perform Provisioning Agent duties; and Operations Agents will perform Operations Agent duties. However, cross utilization will be allowed when sufficient personnel of a specific job title are not available or during an emergency situation. No employee will be required to perform duties in another job classification unless that employee has been adequately trained to perform the required duties.

ARTICLE SIX

SECTION ONE

HOURS OF SERVICE

A. Time worked in any tour of duty including holidays and overtime

shall be considered as work performed on the day during which the employee's regular shift began.

B. Except as herein provided, eight (8) hours exclusive of a thirty (30) minute meal period shall constitute a day's work and five (5) days of work within a week shall constitute a week's work for the employees covered by this Agreement.

C. Eight (8) hours, inclusive of a thirty (30) minute meal period, shall constitute a day's work for those employees whose regular shift begins between the hours of 6:00 P.M. and 4:00 A.M.

D. Employees will be scheduled for at least two (2) consecutive days off in each of their work weeks. Saturday and Sunday will be considered as consecutive days off for this purpose.

E. Work schedules will be bid as often as required but shall be bid at least six (6) times per year. Each bid shall be open-ended, but shall be for a minimum period of twenty-eight (28) days and will, where possible, become effective at 0001 Sunday morning. Once an employee's shift is established, it will not be changed except in accordance with this provision or Article Seven (Overtime). There shall be no re-bid on less than seventy-two (72) hours notice. When shifts are posted for bid, a closing date will be so indicated on the bid sheet. Nothing in this Agreement shall prevent the Company from assigning shifts and days off to new hire probationary employees; however, after the completion of thirty (30) days, probationary employees shall bid shifts according to their seniority. An employee who returns from an approved leave of absence will be allowed to exercise his seniority for shifts and days off if more than thirty (30) days remain until the scheduled shift bid. If less than thirty (30) days remain until the next scheduled shift bid, the Company will use its best efforts to assign such employee to a shift and days off that the employee's seniority would have permitted him to hold.

Bids in Air Freight will be held every other Operations Classification

bid. Agents bidding Air Freight location must remain in Air Freight location until the next Air Freight location bid.

F. An employee who is excused from work on a designated holiday will receive a regular day's pay therefor.

G. The Company agrees that if it establishes a work shift with starting hour between 1:00 A.M. and 5:00 A.M., for those hours between 1:00 A.M. and 5:00 A.M., the employee shall be paid time and one-half of his regular rate of pay.

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

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

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

K. Employees will be allowed a five (5) minute work station clean-up period prior to the end of the regular shift.

L. The trading of a work shift or day off between employees within the same classification will be permitted if a request in writing, signed by all of the trading employees, is submitted to the appropriate station management at least twelve (12) hours in advance of the starting time of the first intended trade, provided the employees involved are capable, current and qualified for performing the job function traded. Requests submitted less than twelve (12) hours prior to the first intended trade are subject to management approval. Employees who trade become responsible to work the shift agreed to as if it were part of their regular shift assignment. An employee who has agreed to work for another employee under this provision must work the day or shift as agreed and may not trade or exchange his obligation with any other person. No trade can involve more than four (4) persons. Trades involving probationary employees in their first thirty (30) days of service are subject to Company approval.

1. The trading or giving away of a workshift may be permitted when agreed to by two (2) employees, subject to the approval of the Company.

2. It is expressly understood that in each case of a trade or giveaway, the Company will pay the employee who actually performed the work for the hours actually worked at straight time.

3. More than one (1) shift trade or giveaway may be allowed within one (1) work week.

4. All trade agreements and shift giveaways must be in writing, signed by all parties involved and be submitted to station management in order to be considered valid. Shift trades and giveaways of less than a full shift will be permitted. An employee who commits himself to work a shift other than his own will be required to report on time.

5. The employee who covers a shift will be paid at the rate of straight time for such time worked. Example 1) Agent A works for Agent B during a pay period. In turn Agent B works for Agent A during the same pay period. Result) No changes in pay for either individual. Example 2) Agent A works for Agent B during any pay period of the month and Agent B does not repay the shift trade during that same pay period. Result) Agent A will receive eight (8) hours additional straight time pay on the check that he receives for that pay period, and Agent B will receive eight (8) hours less. Agent B can only receive the eight (8) hours straight time pay when he actually works for Agent A on some future date.

6. Employees will not be permitted or required to work more than twelve (12) days in a row. The employee off because of the giving away of a shift will be eligible for overtime as outlined in Article Seven (Overtime) of this Agreement. Overtime caused by the trading or giving away of a shift shall be waived.

7. It is understood that the shift/day trade provisions of this Article may not be used to circumvent the awarding of shifts as described in Article Eight (Seniority).

8. The provisions of this Article may be changed to provide for different work schedules provided mutual agreement can be obtained between the Company and the Association in regards to Section One of this Article (Hours of Service) and Article Seven (Overtime).

M. Employees will not be scheduled regular shift assignments which will cause employees to have less than a ten (10) hour rest period between shifts, except as a result of a shift bid change, shift trade or overtime assignment.

SECTION TWO

RELIEF AGENT

A. Where established by the Company, personnel may be assigned to relief duties for the purpose of covering vacations, free days, sick days and leaves of absences. These shifts will not have clearly defined work weeks since their work will vary dependent upon the work week of the employee whom they are relieving. In order to provide such allowance for days off to such relief personnel, the Company shall allow the equivalent of a minimum of two (2) days per week off for the specified bid period.

B. On days on which the Relief Agent cannot be scheduled to a relief assignment, he shall have hours of service and days of rest as established by the Company. Base homing shift shall not include Saturdays or Sunday as scheduled days off.

C. Relief employees may have their base homing hours temporarily changed with at least twelve (12) hours notice prior to the start of the new shift assignment. However, if a Relief Agent is released from duty after 10:00 P.M. local time, he will not be required to report to a shift other than his base shift without at least a ten (10) hour rest period.

D. Relief shifts will be bid as prescribed in Section One Paragraph E of this Article and shall be identified appropriately.

E. Relief shifts will be bid within classification.

F. Relief Agents will receive a premium of one hundred and sixty dollars (\$160.00) per month in addition to inconvenience shift premium, which will be added to their base pay during each month they work.

G. Relief Agents will be covered under Article Seven for overtime purposes. For the purpose of applying the overtime provisions of Article Seven, Relief Agents will be considered on the first day off status on their

scheduled day of rest, second day off status on all subsequent days of rest and when more than two (2) continuous days off are scheduled.

H. The number of Relief Agents per station will be determined by the Company; however, the maximum allowed will be as follows per classification.

1- 10 Station employees	1 Relief Agent
11- 20 Station employees	2 Relief Agents
21- 30 Station employees	3 Relief Agents
31- 40 Station employees	4 Relief Agents
41- 50 Station employees	5 Relief Agents
51- 60 Station employees	6 Relief Agents
61- 70 Station employees	7 Relief Agents
71- 80 Station employees	8 Relief Agents
81- 90 Station employees	9 Relief Agents
91-100 Station employees	10 Relief Agents

ARTICLE SEVEN

OVERTIME

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

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

1. The first four (4) hours worked either prior to or after an employee's regular shift.

2. The first eight (8) hours worked on one of the two regularly scheduled days off.

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

1. All hours in excess of the first eight (8) hours worked on one of the two regularly scheduled days off each work week.

2. For all time worked on the second regularly scheduled day off in a work week, if a portion of the first day off was also worked.

3. For all time worked in excess of twelve (12) hours in any work day.

D. Whenever possible, employees in a shift will be given a minimum of two (2) hours notice of overtime. It is specifically understood that no notice will be necessary whenever an emergency condition exists. When it becomes necessary for employees to work overtime, they shall not be laid off during their regular work schedule to fill an overtime assignment.

E. Overtime will be worked only by direction of the proper supervisor of the Company except in cases of emergency where prior authority cannot be obtained.

F. Employees required to work sixteen (16) hours or more within their regular work day will be given a rest period of at least ten (10) hours before being required to report to work again. In the event that this rest period extends into a regular work shift, the employee will be paid for such time lost at his regular straight time rate. This Paragraph does not apply to instances resulting from a shift trade or giving away of a shift.

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

1. A continuous with sign up sheet will be available for this purpose. Sign up sheets will be posted for fourteen (14) days in advance.

2. When an employee signs this sheet, it constitutes his agreement to work the overtime.

3. Assignments will be made to the most senior qualified employee(s) on the sign up sheet.

4. If no one signed up for overtime continuous with the beginning or ending of his shift, assignments will be made in reverse order of seniority.

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

6. Standard sign up sheet (Appendix A)

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

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

1. Assignments from the overtime call book shall be assigned to qualified employees in the following descending order:

a. By scheduling of the senior employee of that classification who is on his first day of rest, or who is on his second day of rest and has not worked four (4) hours or more on his first day of rest. If no such employee is available, then:

b. By scheduling of the next senior employee of that classification who is on his regular work day and is at work, or has left work. If no such employee is available, then:

c. By scheduling of the senior employee of that classification who is on his second day of rest and who has worked four (4) or more hours of his first day of rest. If no such employee is available, then:

d. By scheduling of the senior employee of that classification who has adjusted his hours because of a shift trade. If no such employee is available, then:

e. By scheduling of the senior employee of that classification who is on a shift giveaway. If no such employee is available, then:

f. By scheduling of the senior employee of that classification who is on a free-day. If no such employee is available, then:

g. By scheduling of the senior employee of that classification who is on vacation.

2. An employee who has worked an overtime assignment of four (4) hours or more in his overtime day will not be eligible for further overtime assignments until all other employees in the overtime call book have been utilized.

3. The overtime call book for the following day will be closed at 1400 hours of the preceding day or sooner when the station or office closes prior to 1400 hours. When there is a need to assign overtime in advance, the Company may do so prior to the close of the overtime call book. Before doing so, however, the Company will post a notice thereof seeking volunteers in addition to those who may have already signed the overtime call book.

4. When signing the overtime call book, employees shall indicate their preference for either an A.M. or P.M. overtime assignment, or both. Employees who indicate in the overtime call book a preference for an A.M. overtime assignment will not be called for voluntary overtime assignments beginning after 12:00 noon on that date. Employees indicating a preference for P.M. overtime assignments will not be called for voluntary overtime assignments beginning before 12:00 noon on that date.

5. If a sufficient amount of overtime is not voluntarily obtained or if no one signed the overtime call book, the Company will require employees to work the overtime. It will be assigned as in Sub-Paragraphs 1. a., b. and c. in reverse order of seniority.

6. Employees recalled to work will be paid a minimum of four (4) hours at the applicable overtime rate.

7. Standard overtime call book (Appendix B.)

J. Where separate freight bid locations are maintained, an overtime call book will be maintained in each bid location within the Operations/Freight location. The call book will reflect a separate column in the Operations call book for Freight overtime and a separate column in the Freight call book for Operations overtime. Overtime within a bid location will be filled first from within the bid location if employees within that bid location have signed the call book. If no one within the bid location has signed the call book, overtime will be awarded from the call book at the

other bid location to employees who are qualified and current for the position for which overtime is required. The determination of qualification and the currency necessary to be eligible for overtime in a bid location shall be at the sole discretion of the Company. If no one signs the call book at either bid location, the overtime will be assigned to the junior available employee within the bid location, as outlined in Paragraph I. Sub-Paragraphs 1., a., b., and c., of this Article.

K. Any employee who has not signed the overtime call book or sign up sheet for continuous with overtime will have no rights under the grievance procedure (Article Twenty) in case of a dispute as to voluntary overtime.

L. Local overtime procedures may be established if agreed to by the Company and the Association.

M. For use in this Article, employees may elect to have their overtime converted to compensatory time (herein referred to as "Comp Time"). One (1) hour of overtime worked may be credited as one (1) hour of Comp Time due. The maximum amount of Comp Time an employee may accrue is sixteen (16) hours per year and must be accrued and used in increments of four (4) hours. Requirement for the use of accrued Comp Time will be granted at the sole discretion of the Company. Employees who use their Comp Time will be paid at their normal straight time rate; However, employees who have accrued Comp Time up to sixteen (16) hours and have not used it, will be paid for any time not used at a rate of time and one half. Payments for unused Comp Time will be paid at year's end.

ARTICLE EIGHT

SENIORITY

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

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

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

Classification seniority shall determine:

1. Choice of vacation within a classification.
2. Shift assignments including days off.
3. Reduction in force.
4. Filling of vacancies within a classification.

C. Company seniority shall begin from the date placed on the payroll as an employee, and in the event two (2) or more employees have the same seniority date, the older employee will appear first on the seniority list. When two (2) or more employees transfer between classifications on the same date, the employee with the most Company seniority will appear first on the seniority list.

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

1. Ramp/Provisioning Agents
2. Operations Agents

E. Employees shall have fifteen (15) days after the publication date of the seniority list to protest any omission or incorrect position affecting

their seniority.

F. Any employee whose employment terminates shall forfeit his seniority rights.

G. Probation - All new employees will serve a probation period of one hundred eighty (180) calendar days, with a minimum of ninety (90) days worked. During this period, a new employee has an opportunity to demonstrate his qualifications and ability to adapt to Company policies and procedures. The probation period affords the Company an opportunity to evaluate the employee's qualifications and ability to perform tasks assigned. Probationary employees shall bid for shifts under the provisions of Article Six, Section One, Paragraph E, and exercise the use of shift trades and giveaways under the provisions of Article Six, Section One, Paragraph L after the completion of thirty (30) days employment.

Sick leave will be accumulated but may not be taken during the first thirty (30) days of an employee's probationary period. Employees who are on probation are not eligible for furloughs or leaves of absence.

H. Employees will lose their seniority status and their names will be removed from the seniority lists under the following conditions:

1. They quit or resign.
2. They are discharged for just cause.
3. They are absent without calling in for three (3) consecutive days.
4. They do not inform the Company in writing or by telegram of their intent to return to service within seven (7) days following the Company's sending of notice of re-call from furlough.
5. They do not return to service on the date specified in a notice of re-call from furlough.
6. They transfer to another department in the Company not covered under the scope of this Agreement. (Ramp/Provisioning

Agents are considered to be one department for seniority purposes.)

7. They are furloughed and not re-called to service with the Company within two (2) years from date of furlough.

8. They are on medical leave of absence in excess of thirty six (36) consecutive months.

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

I. Employees promoted to a supervisory position or employees who transfer from one classification to another will retain seniority in the classification from which they were promoted or transferred but will not continue to accrue seniority. Employees while occupying supervisory positions will not be considered as working under terms of this Agreement for the purpose of accruing seniority. Such employees retain the privilege of exercising their seniority in the event of a reduction in force by displacing the most junior employee in their classification on the system.

ARTICLE NINE TRAINING

A. The Company will make every reasonable effort to schedule employees to attend training classes during their regular shift; however, any time spent in working, training or traveling, over and above the regular shift, shall be considered overtime and will be paid at the applicable overtime rate. For one (1) training day per year, the Company may require an employee to travel to another location for training without being required to compensate such employee for travel time.

B. An employee required by the Company to attend classes on the employee's day or days off will be paid for the day or days at the applicable overtime rate.

C. When an employee is away from his base station on Company business, the Company shall defray the employee's reasonable and actual expenses covering meals (not to exceed \$30.00 per day), lodging, tips, laundry and transportation. Expenses must be properly substantiated by receipts.

D. When any new type of equipment is put into service by the Company and an employee is required to operate such equipment as a part of such employee's duties, the employee covered by this Agreement will be given an opportunity to become familiar with such new equipment. The Company will insure that employees will be adequately trained before being required to operate such equipment.

ARTICLE TEN

PART-TIME

A. Notwithstanding any other section or language contained herein the Company may, at its option, employ part-time employees at all stations in all classifications covered by this Agreement.

B. No full time employee shall be furloughed or displaced with a part-time employee.

C. The number of part-time employees in the system within a classification covered by this Agreement shall not exceed fifteen percent (15%) of any classification. In addition, stations employing twenty (20) or fewer employees covered by this Agreement may schedule not more than twenty five percent (25%) of any department in a classification, per station as part-time employees. Those stations employing more than twenty (20) covered employees may schedule not more than twenty percent (20%) of any department within a classification, per station as part-time agents. In calculating percentages, the Company shall round to the nearest whole

number but, in any event, any department within a station shall be entitled to at least one (1) part-time employee.

In complying with the percentages, the Company will not be required to upgrade any part-time employee until a vacancy or conversion of a payshift to a full time shift occurs within that department.

At any time that a department is not in compliance with the required percentages, no part-time vacancy will be filled.

D. Employees classified as part-time shall be scheduled a minimum of four (4) consecutive hours in a day and not more than five (5) consecutive days in a work week.

E. Employees classified as part-time will not be scheduled to work more than thirty two (32) hours in a work week and shall be paid the applicable overtime rate for any time worked in excess of eight (8) hours in a day.

F. Part-time employees shall participate in the profit sharing and cash bonus plan. Part-time employees who complete six (6) months of continuous service shall be covered under the Company's hospitalization plan and dental plan. In the event the six (6) month eligibility requirement is reduced for any other union group within the Company, the reduced eligibility requirement will be applied to employees covered under this Agreement.

G. Uniform requirements for part-time employees will be the same as for full time employees.

H. Part-time employees shall be the same as full time employees to the extent that they shall be relieved from duty for the vacation period from a part-time work schedule as opposed to a full time work schedule.

I. Part-time employees shall bid shifts by classification separate from full time employees of the same classification.

J. Part-time employees shall bid vacations and day free of the Company by classification seniority along with full time employees of that classification.

K. Sick leave shall be accumulated the same as for full time employees (one part-time sick day accumulated, one part-time day relieved). However, if a part-time employee is promoted to full time status, his accumulated sick days will be converted using the same percentage as used for determining seniority, rounded to the nearest full day. In no event shall the accumulated sick time be reduced more than thirty percent (30%) when the employee is converted to full time status.

L. A part-time probationary employee may bid a full time vacancy in his classification at his location at any time, and may bid a full time vacancy in his classification at any location after ninety (90) calendar days.

M. When a part-time employee bids and is awarded full time positions, in determining his appropriate seniority, he will be credited with the percentage of his actual straight time hours paid proportional to the straight time hours of a full time employee, adjusted to the nearest full day. In determining the percentages, the six (6) full months immediately preceding the part-time employees' upgrade will be used. If the employee has been employed for less than six (6) months, the employee's actual months of employment will be used. In no event shall the reduction be greater than thirty percent (30%) of the part-time employee's classification seniority. For pay purposes, the employee will be credited with full Company seniority and will continue to receive the hourly rate received while a part-time employee and will progress in accordance with the full time pay scale.

N. Part-time employees will be furloughed at a station or facility before

any fulltime employee at that station in that same classification is affected by such furlough.

O. The moving expenses section shall apply to part-time vacancies.

ARTICLE ELEVEN

FILLING OF VACANCIES

A. Vacancies in all positions will be filled from the permanent bid file in the office of the appropriate department head. When a vacancy occurs, the senior employee in that classification who has a bid on file will be offered the opportunity to transfer. All permanent bids will be in writing. An employee who accepts a lateral transfer as the result of his bid will not be eligible for a vacancy for a period of six (6) months from the time of his assignment and will have all bids on file at the time voided. However, the aforementioned time limit will not apply when a new station is opened.

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

C. All bids on file will be discarded each December 31st and interested bidders may re-submit any bid they desire. Any bids received during December will be considered valid for the following year.

D. An employee transferring from one city to another under this Paragraph will be allowed, after awarding of the bid, one (1) day leave, plus an additional one (1) day for each five hundred (500) miles, or portion thereof, by the most direct AAA highway mileage between the two cities to report to his new assignment.

E. Bids for all positions at newly established stations will be adver-

tised sufficiently far in advance to allow interested persons time to submit bids if they desire. Moving expenses shall be handled in accordance with Article Twenty One, Paragraph A.

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

G. Vacancies not filled in accordance with Paragraph A of this Article will be filled by any employee in another classification within the scope of this Agreement who applies and is accepted. An employee may be interviewed if his past job performance, attendance and qualifications for the vacancy are acceptable. If no acceptable applicants apply, the vacancy may be filled by any employee within the Company or from outside the Company.

ARTICLE TWELVE

LEAVES OF ABSENCE

A. When requirements of service permit, any permanent employee hereunder may, upon proper written application, and with approval of the Company, be granted a leave of absence or extension of leave. Such approval or refusal shall be subject to review under the grievance procedure (Article Twenty), but only up to the Vice President level (Step Seven). The decision of the appropriate Vice President is not subject to further review.

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

C. Approved Leaves of Absence -- Personal Leaves of Absence, Medical Leaves (including Maternity) and Military Leave.

1. Personal Leaves of Absence - An employee, upon proper application and with the approval of the Company, may be granted a leave of absence not to exceed ninety (90) calendar days for reasons other than illness, injury, temporary disability or military leave. An employee granted a personal leave of absence shall continue to accrue seniority for thirty (30) days of such leave. Thereafter, the employee shall retain but not accrue seniority for pay, sick leave or vacation accrual purposes.

2. Medical Leaves of Absence (Including Maternity)--Leave of absence will be granted on account of sickness, injury or pregnancy upon written verification of disability from a qualified medical doctor. Accrued sick pay may be taken at the option of the employee during a medical leave of absence. An employee on medical leave shall continue to accrue seniority for all purposes for ninety (90) days from the last day paid. Thereafter, the employee shall not accrue seniority for pay, sick leave or vacation accrual purposes. If the employee has not returned to duty by the end of a thirty-six (36) month period, the employee shall be terminated from employment and all seniority rights forfeited. The Company reserves the right to require an examination by a doctor of the Company's choosing, at any time, at the Company's expense.

3. Military Leave -- Leave of absence will be granted to employees who enlist in the military service. Such employee shall retain and continue to accrue seniority for pay and all benefit purposes. Duration of the leave and re-employment rights shall be handled in accordance with applicable federal law.

D. An employee hereunder returning from an authorized leave of absence or extension thereof will be returned to the job held when the leave was granted, unless an employee with more seniority holds the job as a result of exercising displacement rights or unless the job no longer exists. In either case, he may exercise his seniority rights as set forth in this

Agreement. An employee returning from a leave of absence must give notice of return, in writing to the Company, at least ten (10) days prior to his anticipated return.

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

F. Employees accepting full time employment with the Association shall be granted a leave of absence not to exceed five (5) years. Employees so affected shall continue to accrue seniority in their last classification prior to the change and will remain eligible for pass privileges in accordance with the Company's policy so long as this Association remains the exclusive bargaining agent for employees covered by this Agreement.

ARTICLE THIRTEEN

SICK AND OCCUPATIONAL INJURY PAY

SECTION ONE

SICK PAY PLAN

A. Employees are protected by a sick pay plan provided by the Company. Sick pay is used only in instances of actual illness or non-occupational injury which prevents the employee from performing his assigned duties. Sick pay is accrued at the rate of one day sick pay for each calendar month worked or majority fraction thereof. Sick pay begins accumulating on the date of employment but cannot be used until the employee has completed thirty (30) days of his probationary period. The employee will accrue sick pay to a maximum of one hundred and seventy (170) days. All an employee's accrued sick days or any part thereof may be used in the event of a prolonged illness.

B. Charges against sick pay credit will be made only for those days on which an employee is scheduled to work, including days scheduled as a result of shift trades.

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

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

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

F. All unused credit and accumulated sick pay is automatically cancelled when an employee's service with the Company is terminated.

G. Accrued sick pay may be taken at the option of the employee during a medical leave of absence.

SECTION TWO

OCCUPATIONAL INJURY PAY

A. Leaves of absence will be granted on account of occupational injury upon written verification of disability from a qualified medical doctor.

B. Sick pay ordinarily will not be used by the employee injured on the job, except as outlined in Paragraph E of this Section.

C. The Company will make up the difference between that which is paid by Workmen's Compensation and what the employee would have earned if he had worked his regular shift. Until the definite rate is established, and is being paid, the Company will pay the injured employee his normal earnings on each regular pay day.

D. The Company may, at its expense, require the injured employee to submit to physical examination by a doctor of the Company's choosing at any time. 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.

E. In any event, payments under this policy shall terminate at the end of twelve (12) calendar weeks. If the employee is still unfit for work at the end of such twelve (12) calendar weeks, he may use any accumulated sick pay.

F. If the employee has not returned to duty by the end of a thirty six (36) consecutive month period, the employee shall be dropped from employment and all seniority rights forfeited.

ARTICLE FOURTEEN

VACATIONS

A. All employees who have been with the Company for less than one (1) year as of January 1 will be entitled to a vacation in accordance with the following schedule:

Months of Service as of January 1, 1990

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

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

C. Vacations will be adjusted to begin in conjunction with days off and shall take precedence over personal leaves of absence.

D. Vacation periods for the following year will be posted for bid no later than November 15 of each year. The employee's vacation period will be determined by bidding by classification seniority within his job title, the bid to be completed no later than January 1. The Company shall determine the number of employees in any classification that may be on vacation during any given period, except that at least one (1) employee in each classification at each location shall be permitted to take his vacation at any given time. Employees transferring into a location cannot disrupt the vaca-

tion schedule already bid, but may exercise their seniority at that time to bid for whatever periods are available.

E. Vacations will not be cumulative and must be taken within the calendar year for which the vacation was earned. An employee's vacation may be split (no period of less than five (5) days, except for the day at a time option outlined in Sub-Paragraphs 1 and 2 of this Paragraph), provided the employee makes a request in writing to the employee's department manager prior to the close of the bid period. The employee, after making a choice of his first period, shall not make a second choice until all first choices in his job title have been awarded. However, if an employee is unable to take his vacation due to a medical leave, on the job injury or a Company request to defer vacation that is agreed to by the employee, such vacation will be rescheduled. If it cannot be rescheduled, the employee will be paid for this time.

1. At the time of making selection of the first vacation choice, an employee may elect to take a portion of such vacation a day at a time (herein referred to "DAT"). A DAT selection must be a period of five (5) work days unless such employee has accrued vacation of less than one (1) week, in which case such employee must take his entire vacation a day at a time if such employee elects the DAT option.

2. Each bid of station work schedules provided in Article Six, Paragraph E will include days that may be bid by employees as DAT days. If an employee bids a DAT day, he will be awarded such day if such employee's seniority will permit. In addition to bidding, an employee may request the right to take a DAT day at any time and will be allowed to do so at the discretion of the employee's manager, if the requirements of the service will permit. DAT days that have not been taken by the end of the calendar year will be paid to the employee.

F. Vacation allowance shall be considered as accumulated earnings

for employees leaving the service of the Company, and such employees shall be paid all unused earned and / or accrued vacation due. In the event an employee does not give two (2) weeks notice of resignation, he will forfeit compensation for vacation allowance.

G. Employees with less than one year of service may take an accrued partial vacation after January 1 in accordance with seniority in their classification. However, in the event the employee leaves the service of the Company before completing one year, his final paycheck will be adjusted accordingly.

H. In the event of an employee's death, an amount to cover all earned and / or accrued vacation allowance will be paid to the surviving spouse, or in the event there is no surviving spouse, to the employee's estate.

I. Employees shall have the right to obtain their vacation pay in advance, provided they make application to their manager at least two (2) weeks prior to starting their vacation.

J. Once vacation schedules are established, they will not be changed, except by mutual agreement between the Company and the employee. But in no case shall another employee's choice of vacation be displaced.

K. The Company will not mandatory an employee to work on his days off immediately prior to, during or immediately after his vacation. However, an employee may sign the overtime call book on his days off immediately prior to, during or immediately after his vacation.

L. Vacation pay for part-time employees will be calculated on an average of the daily straight time hours worked from the immediately preceding six (6) month period. In the event the employee has not completed a six (6) month period, the calculation will be made from whatever time has been worked, as outlined above.

ARTICLE FIFTEEN

REDUCTION IN FORCE

A. Any reduction in force shall be in reverse order of classification seniority, it being understood that the provisions of this Article do not apply to probationary employees. For the purpose of this section, positions filled by probationary employees on the system shall be considered vacancies. Employees will be given at least two (2) weeks notice of any reduction in force except when such notice is prevented by an Act of God, a strike or employee work stoppage, or other circumstance over which the Company has no control.

B. Employees being affected by such reduction may elect to:

1. Fill a vacancy elsewhere on the system in the same classification, or if no such vacancy exists, displace the most junior employee on the system in the same classification.

2. Fill a vacancy in another classification in which they hold seniority or, if no such vacancy exists, displace the most junior employee in that classification at that location if senior enough or, if not senior enough, displace the most junior employee on the system in that classification.

3. Accept a furlough at their location.

C. An affected permanent employee who is required to move based on the timely exercise of his options as outlined in Paragraph B, Sub-paragraphs 1 and 2 of this Article will do so at Company expense.

D. The furlough notification given to the affected employees by the Company shall indicate the location of existing vacancies, if any, and the

amount that may be accrued is twelve (12) weeks.

B. Employees shall receive no severance pay if any one or more of the following conditions exist:

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

2. They accept any other employment with the Company or refuse to accept a job in their own comparable work classification at their location.

3. The layoff is caused by Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft.

4. The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.

5. They are dismissed for just cause, resign or retire.

6. There is a temporary cessation of work because of circumstances beyond the Company's control.

ARTICLE SEVENTEEN

SAFETY AND HEALTH

A. The Company shall continue to maintain safe, sanitary, and healthful working conditions and agrees to maintain at all times a first aid kit at each location. The employees recognize their duty and responsibility to assist in the maintenance of these standards.

B. No employee will be required to work under unsafe or unsanitary conditions and in order to eliminate, as far as possible, accidents and illness, a joint committee composed of an equal number of Association representatives and Company representatives will be established at each location when the number of employees is large enough to make such a committee advisable. It shall be the duty of the Company to see that all applicable federal, state and municipal safety and sanitary regulations are complied with. The committee shall receive and investigate complaints regarding unsafe and unsanitary conditions, and make recommendations concerning such complaints.

C. The Company will provide, without cost, rain gear to meet station requirements.

D. The Company will furnish without cost all safety equipment for the employee such as ear protectors, knee pads, headsets, etc., and all employees will use or wear such devices in performing their work.

E. Employees injured while at work shall be given medical attention at the earliest possible moment without loss of pay and shall be permitted to return to work upon presenting an unrestricted medical release from the doctor stating the employee can perform his normal duties. Such injured employees who are able to work thereafter will be allowed a reasonable amount of time to receive necessary medical treatment or examination without loss of pay. It is the responsibility of the injury occurred.

F. The Company may, at its expense, require an employee to submit to physical examination at any time by a doctor of the Company's choosing.

potential locations where the most junior employees are assigned so that the employees affected will be in a position to exercise the options described in Paragraph B of this Article. The affected employees shall file a preferential bid listing in order of their preference for relocation, reduction or furlough as soon as possible, but in any event such filing shall be made within five (5) days of the receipt of the furlough notice, and the absence of a timely filed preferential bid shall be the equivalent of electing to be furloughed. The preferential bid shall be filed by certified mail with the Vice President of the appropriate department. All reduction in force employees shall have preference over permanent bids for any vacancies in their classifications.

E. The Company shall examine all preferential bids filed by affected employees and resolve the relocations in order of seniority and preferences expressed.

F. An employees who has been released due to reduction in force shall file his address in writing with the Vice President of the appropriate department, and shall thereafter promptly advise the Vice President of the appropriate department of any change in address by certified mail with return receipt requested.

G. Employees shall not be entitled to preference in re-employment (1) if they do not comply with the requirements of Paragraph F of this Article or (2) if they do not give notice of their intention to return to the service of the Company within seven (7) days following the Company's sending of proper notice of re-call from furlough and (3) if they do not return on the date specified, which date shall not be less than fifteen (15) days after notice to return is sent by certified mail or telegram to the last address filed with the Company.

H. Employees furloughed shall be re-employed in the order of their seniority at the time of furlough. No vacancy shall be considered to exist at a location until all furloughed employees eligible to fill the vacancy at that

location have been recalled and all employees required to relocate from there because of the reduction have been afforded the opportunity of returning. In the case of relocated employees, this provision shall apply for a period of two (2) years from the date of the reduction. Employees on furlough who desire to be considered for re-employment at other than the city from which furloughed must file a permanent bid with the appropriate Vice President for that location.

I. An employees furloughed due to reduction in force shall continue to accrue seniority.

J. Employees laid off in a reduction in force who were not offered employment and who desire to seek employment elsewhere will, upon application, be furnished space available passes to any point desired on the Company system to the extent permitted by law, for a period not to exceed ninety (90) days.

K. All re-employment rights shall expire at the end of two (2) years from the effective date of such furlough.

L. An employee transferring because of a reduction in force who is required or elects to accept a part-time position will continue to accrue seniority as a full time employee until a full time position becomes available.

ARTICLE SIXTEEN

SEVERANCE PAY

A. Employees covered by this Agreement who have completed one (1) year of continuous service with the Company prior to being laid off through no fault or action of their own will receive one (1) week severance pay for each full year of completed service. However, the maximum

ARTICLE EIGHTEEN

GENERAL AND MISCELLANEOUS

A. Reasonable tobacco smoking and refreshments during hours of duty will be permitted in designated areas. Designated smoking areas will be determined in accordance with applicable local ordinances.

B. Employees leaving the service of the Company will, upon request, be furnished with a letter setting forth the Company's record of their job classifications, stating their length of service and rate of pay at the time of leaving the Company.

C. The Company agrees to provide the Association with a bulletin board at each station and department, where there are separate facilities, marked "Ramp Operations and Provisioning Association" where Association notices of interest to the employees may be posted. No political, inflammatory or derogatory material attacking the Company or its representatives will be permitted thereon.

D. The Company will provide each employee covered by this Agreement with a copy of the Agreement printed and bound in a booklet with reasonable print size bearing the Association logo. The Company will also supply the Association General Office with fifty (50) extra copies.

E. Airline trip passes will be issued to qualified employees in accordance with Company policy.

F. The Company will make available long-term disability insurance to replace forty percent (40%) of an employee's earnings, with the availability to purchase up to an additional twenty percent (20%) at the employee's expense. The selection of the insurance company will be to the choosing of the Association and the Company.

G. Employees who request to leave work for personal business may do so only if they receive permission from the appropriate supervisor on duty.

H. Employees who sustain an injury or become ill while on the job will report immediately, if possible, to their manager or the appropriate supervisor on duty.

I. Each employee is required to keep the Company advised of his current address and telephone number. Should an employee change his address or telephone number, he must notify his Department Head as soon as possible. A change-of-address form is available for this purpose.

J. Employees will be granted four (4) days off with pay for death in the immediate family for the following: mother, father, brother, sister, spouse, children. Employees will be given three (3) days off with pay for the death of mother-in-law, father-in-law and grandparents.

K. The Company shall provide additional insurance coverage for those employees involved in a bomb threat investigation. The recommended number of ground operations employees shall be three (3) employees searching at any one time, but may be more; however, in no case shall the number be greater than eight (8). The coverage which shall be provided shall be:

	Per Employee	Max Per Incident
Death	\$250,000	\$2,000,000
Loss of two limbs	250,000	
Total loss of sight	250,000	
Total loss of limb	125,000	
Total loss of sight-1 eye	125,000	
Temporary disablement	Workmen's	Compensation

L. Local and district representatives will be permitted, after reporting to local management, a reasonable amount of time during working hours to investigate or present grievances, provided that work assignments will have priority. Association representatives will not suffer a loss of pay as a result of investigating or presenting grievances at the representative's home station. The Association will compensate representatives for time spent at stations other than the representative's home station.

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

N. Where facilities permit, individual lockers will be provided for all employees covered by this Agreement.

O. "WOP", as outlined in Article Four, Paragraph F, will be awarded to the senior employee on the basis of seniority; however, this provision is not subject to the grievance procedure (Article Twenty).

ARTICLE NINETEEN

UNIFORMS

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

B. When employees are hired into a Ramp/Provisioning Agent classification, they shall receive five (5) uniforms. On each Ramp/

Provisioning Agent's anniversary with the Company, he will receive five (5) new uniforms or at the agent's option, he may receive, in lieu thereof, credit in that amount (not to exceed \$100.00) towards the purchase of other uniform items.

C. Winter coats will be furnished to agents covered by this Agreement who are regularly required to work outside during periods of extreme low temperature. The coats must be requested by the employee no later than September 15 of each year. The coats will remain the property of the Company. The employee is responsible for cleaning and maintaining the coat.

D. When an employee is placed into an Operations Agents classification, he shall purchase the required uniform by payroll deduction.

E. The Company will contribute the following percentages of the replacement cost of the required Operations/Freight Agents uniform items that are in need of replacement. Uniforms will be replaced based on appearance and wear as determined by the Company.

Length of Service (Classification)	Reimbursement
0-6 Months	None
7-12 Months	25 %
13-36 Months	50 %
37-48 Months	75 %
49 Months and over	100 %

F. The Company shall continue to determine the seasonal periods when specific uniform components will be worn.

G. In the event the Company changes the uniform, the Company will pay the entire cost of such new uniform items. In the event the Company selects replacement uniforms (other than special promotional uniforms),

the Company will give the Association at least six (6) months notice of the intent to replace the uniforms.

H. The Company will furnish, on a loan basis, Company insignia required to be worn by the employee, at no cost to the employee.

I. The Company will lend Operations Agents two (2) maternity jumpers which must be returned in usable condition, cleaned and pressed when the Agent takes medical leave.

J. Employees will be responsible for replacing at their own expense any item lost that has been issued or purchased.

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

L. Additional uniform items may be purchased if the employee so desires, without the percentage reimbursement.

M. Employees will be allowed to display Association insignia not to exceed one (1) inch in diameter.

ARTICLE TWENTY

GRIEVANCE / SYSTEM BOARD / ARBITRATION

SECTION ONE

PROCEDURES

A. For the purpose of this Article, a working day will begin at 8:00 A.M. and end at 5:00 P.M., Monday through Friday, excluding all Company-recognized holidays.

B. It is specifically understood and agreed that only employees of the Company and members of the Association who qualify under Article Two will be allowed to represent employees in the grievance process, except in the case of arbitration.

C. It is understood and agreed that the cost of arbitration will be borne by both the Association and the Company, equally.

D. Any employee called as a witness will suffer no loss of pay, at any step in this Article. Cost of witnesses, if any, will be paid by the party who has called them.

E. It is expressly understood and agreed that if the time frames set forth in this Article are violated by the Company, the employee will be awarded the desired settlement without precedent. Furthermore, if the time frames set forth are violated by the Association, the grievance will be considered withdrawn.

F. No employee who has completed his probationary period will be disciplined to the extent of loss of pay or discharge without first having the benefit of a hearing with the right to have an Association representative present. The employee will be advised in writing of the nature of the charge (s) not later than five (5) calendar days from the time the Company has full knowledge of the incident upon which the charge (s) is based. The hearing will be held within five (5) calendar days from the date of the written notice of the nature of the charge (s) unless the hearing date is otherwise extended by mutual agreement between the Company and the Association. Copies of the charge (s) will be presented to the employee affected and to the appropriate Association representative. Nothing as contained herein shall prevent the Company from suspending an employee pending a hearing, and such hearing shall be held within seventy-two (72) hours of the suspension. The employee will be advised of the charge (s) against him and shall be entitled to Association representation when suspended. The charge (s) will be reduced to writing and presented to the employee at the hearing.

G. In the event of a grievance arising over the interpretation of or application of this Agreement or in the event of disciplinary action or discharge, the following steps will apply. However, if the action is discharge, proceed to Sub-Paragraph Six (6).

1. Within five (5) working days of the occurrence of the alleged contract violation or disciplinary action, the employee will discuss his grievance with his supervisor or department manager in an attempt to arrive at a possible resolution. The employee may be accompanied by his local representative at this meeting. The supervisor or department manager will render a decision regarding this meeting within five (5) working days. It is understood and agreed that the decisions rendered prior to Sub-Paragraph Six (6) of the grievance procedure shall not constitute a precedent of any kind, unless otherwise agreed to, in writing, by the Association and the Company.

2. If the grievance cannot be resolved through this discussion, the employee, after receipt of the supervisor's or department manager's verbal decision, may reduce his grievance to writing within five (5) working days. The grievance will be signed by the employee and his elected representative and presented to the supervisor or department manager.

3. The written grievance will be answered in writing by the supervisor or department manager who will in turn forward his response to the employee along with a copy to the employee's local representative within five (5) working days after receipt of the grievance.

4. If the decision of the supervisor or department manager is deemed unsatisfactory, the employee or his representative may appeal the grievance to the Station Manager, or Director of Provisioning, whichever is appropriate, provided that such appeal is presented, in writing, within five (5) working days after receipt of the supervisor's or the department manager's decision.

5. The grievance will be answered, in writing, by the Station Manager or the Director of Provisioning, as appropriate, within five (5) working days of receipt of the grievance. Copies of the director's or manager's decision will be forwarded to the employee and to the Association General Office.

6. If the decision of the Station Manager or Director of Provisioning remains unsatisfactory, the President of the Association may appeal the grievance to the appropriate department Vice President within ten (10) working days after receipt of the decision of the manager or director.

7. The grievance will be answered in writing to the President of the Association by the appropriate department Vice President or his designee within ten (10) working days of receipt.

8. If the decision of the appropriate department Vice President or his designee is not acceptable to the President of the Association, the Association will notify the Company of its intent to have the grievance reviewed by the System Board of Adjustment, within ten (10) working days of receipt of the Vice Presidents decision.

9. The System Board of Adjustment will convene within fifteen (15) working days from the time the Association notifies the Company.

10. The System Board of Adjustment will send its decisions in writing to the Association General Office and the appropriate department Vice President.

11. In the event of a deadlock in the System Board of Adjustment or failure of the System Board of Adjustment to render a decision within ten (10) working days after the hearing, the President of the Association will notify the Company within ten (10) working days of the

decision or failure of a decision from the System Board of Adjustment, as to whether arbitration is required.

12. The Association will request a list of arbitrators from the National Mediation Board. After receiving the list, the Association and the Company will alternately strike out names until only one remains. It is agreed that this process will not take more than ten (10) working days after the Association notifies the Company of the response of the National Mediation Board. A hearing will be scheduled as soon as possible.

13. It is understood and agreed that the decision of the System Board of Adjustment or the Arbitrator will be final and binding on both the Company and the Association.

H. It is understood and agreed that at any step of the grievance procedure, the time limits set forth may be extended by mutual agreement between the Company and the Association, using whatever means deemed appropriate between the Company and the Association.

SECTION TWO

MANAGEMENT GRIEVANCE

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

SECTION THREE

SYSTEM BOARD OF ADJUSTMENT / ARBITRATION

A. For purposes of this Article, the System Board of Adjustment panel will consist of four (4) employees from within the Company, two (2) of whom will be from the Association membership (not including members of the Board of Directors or the Grievance Committee) and two (2) who are selected by the appropriate Vice President (not including employees from his staff.)

B. The functions and jurisdiction of the Board / Arbitrator shall be as fixed and limited by this Agreement. It shall have no power to change, add to or delete its terms. It shall have jurisdiction only to determine issues involving the interpretation or application of this Agreement and any matter coming before the Board / Arbitrator which is not within its jurisdiction shall be returned to the parties without decision or recommendation. In the event any disciplinary action taken by the Company is made the subject of proceedings, the Board's / Arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the employee (s) involved were disciplined for just cause. If the Board / Arbitrator finds that the penalty assessed by the Company was arbitrary or unreasonable, it may modify or remove that penalty.

C. It is expressly understood and agreed that the cost of each panel member of the Board of Adjustment will be borne by the party who selected him. Any witnesses who may be required to be present at the hearings will be released from their duties with no loss of pay. A witness will be compensated for loss of pay by the party who has called him as a witness.

D. All System Board hearings will be convened in Dallas or at a mutually agreeable location. The Company will provide positive space passes for all necessary employees.

ARTICLE TWENTY-ONE

MOVING EXPENSES

A. Employees transferred as a result of the closing of an existing station or reduction in force at a station shall be considered as being transferred at the Company's request. In order to avoid or lessen a reduction in force at an overstaffed station, the Company may first seek volunteers from that station to transfer to other stations designated by the Company. Any such volunteer shall be deemed, for the purposes of this Article, to have transferred at the Company's request.

B. An employee transferred from one station to another station as a result of a voluntary bid or request for a vacancy shall be considered as having transferred at his own request. An employee so transferred from one station to another station at his own request shall bear his own expenses. The Company shall make space available transportation available to the employee and members of his immediate family. The Company, within reason, will allow shipment of personal effects.

C. Employees transferred at Company request from one station to another station shall be allowed actual moving expenses for household effects including packing charges up to a maximum of 8,500 pounds for self and spouse plus 500 pounds for each dependent to a maximum of 10,000 pounds, unless prior approval for more is obtained from the Department Head.

D. The Company reserves the right to select the company designated to move the household effects of the employee.

E. Employees shall be allowed reasonable expenses for themselves and members of their immediate family when properly substantiated by receipts during the period of en-route travel. The period of en-route travel

shall continue after arrival until the day the household effects arrive or until the end of the fifth day, whichever comes first.

F. In addition to the weight limitation in Paragraph C of this Article, one (1) automobile per family may be driven between the stations and the employee shall be reimbursed at the rate of twenty three cents (\$.23) per mile by the most direct AAA highway mileage. No expenses shall be permitted for more than one (1) automobile.

G. In conjunction with opening new stations, the employee and spouse will be furnished, to the extent such passes are available, round trip space available off-line transportation to locate living accommodations in cities not served by the Company after the employee has been awarded a transfer to the new station.

ARTICLE TWENTY-TWO

HOLIDAYS / FREE-DAY

A. Each employee covered hereunder shall be granted one (1) day with pay free of the Company during each month from January through October of each year. The day free of the Company shall be bid in conjunction with each shift bid.

B. Each day of the month will have at least one (1) A.M. and one (1) P.M. shift available for bid at each location and where there are five (5) or fewer employees in a classification at a location, at least one (1) shift per day will be awarded based upon seniority. An employee must have worked forty (40) hours including WOP time during the month to qualify for a free-day. A new hire must have begun his employment prior to the 10th of the month and have worked forty (40) hours during the month to establish eligibility. An employee who bids a free-day and becomes ill before working forty (40) hours in the month shall be paid for the free-day, provided his accumulated sick pay is sufficient to encompass the

scheduled free-day. No covered employee shall be required to work overtime on his free-day, but an employee may elect to work on his free-day if he so desires.

C. The following holidays will be observed: Thanksgiving Day (November) and Christmas Day (December). These holidays shall be that day generally recognized as that holiday. All employees shall receive a holiday bonus in an amount equal to their regular compensation rate including premium and differentials - if applicable - for eight (8) hours. If the Company requires an employee to work on a holiday, he shall be paid time and one-half according to his regular compensation rate for the first eight (8) hours, in addition to his regular holiday bonus rate and triple time thereafter.

D. An employee scheduled to work on a holiday, but who does not report for work, will lose all pay for such holiday unless the absence is due to sickness or is excused.

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

F. If any shift bid for more than one (1) calendar month is re-bid, employees will be allowed to re-bid affected free-days.

ARTICLE TWENTY-THREE

ATTENDANCE

The Company and the Association recognize that habitual absenteeism and tardiness adversely affect operations and morale. The purpose of this program is to control the attendance of employees in a constructive manner and within the framework of progressive disciplinary

procedures. In order to avoid the accumulation of occurrences, it is recommended that, in the event covered employees require time off, they should, to the degree possible, secure trades with other employees, request vacation time, use Comp Time or request personal leave.

ATTENDANCE PROGRAM

1. Reporting Procedure

In all cases of absence or tardiness, you are required to call your supervisor. If you are unable to make your call, it will be necessary for someone to call in your stead.

2. Requirements of Reporting

Call-ins must be made before the start of your shift on every day that you will be absent or tardy. No tardiness will be charged until two (2) minutes have passed from the employee's scheduled starting time. Failure to call prior to the start of your shift will be treated as unreported. However, if an unusual condition exists that would make it impossible for you to call before your shift, a valid reason must be furnished. If no valid reason is furnished, the penalty for an unreported occurrence will be assigned. If an employee can provide doctor's verification in advance of a specific duration of absence due to hospitalization, the requirement to call in each day may be waived by the appropriate manager.

3. Definitions

A. No Show (Unreported Absence). Any employee who is scheduled for regular work, overtime, training, trades or holidays and does not report

his absence as clearly outlined in the "Requirements of Reporting" section of this program.

B. Reported Personal Absence (Personal Business). Any employee calling to report that he will not report to work for whatever reason, other than his personal illness.

C. Reported Illness (Two (2) doctor's statements per three (3) months). Any employee calling to report that he will not report to work because of his personal illness/injury. In this instance, two (2) doctor's statements will be accepted per three (3) months, on a non-cumulative basis, excusing the absence.

D. Reported Illness (No doctor's statement or after utilizing two (2) doctor's statement per three (3) months). Any employee calling to report that he will not report to work because of his personal illness/injury.

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

If the employee is more than one-half (1/2) hour late and has given no notice to the local management that he will report late, the employee will be sent home without pay and will be charged with a No-Show (Unreported Absence).

If the employee did not notify the local management that he was going to be late prior to his shift beginning, but notifies the local management within one-half (1/2) hour after the beginning of his shift, the employee will be allowed to report to work. However, he will be sent home without pay and charged with a No-Show (Unreported Absence) if he has not reported to work within one (1) hour and thirty (30) minutes past the beginning of his shift.

F. Reported Tardy. Any employee who calls prior to the start of his shift and reports that he will be late or any employee who calls within one-half (1/2) hour after the start of his shift because of an extreme or unusual circumstance. In this instance, the employee should estimate the time he will arrive at work. However, in no event will the employee be permitted to report more than two (2) hours after the start of his shift. Furthermore, if an employee calls reporting that he will be late and fails to report to work within two (2) hours from the start of his shift without further notification to the local management of his intended absence, he will be charged with a No-Show (Unreported Absence).

If, however, the employee provides notification to local management within this two (2) hour period, he will be charged with a Reported Personal Absence.

*An employee utilizing a doctor's statement to excuse his absence must furnish it to local management on the first day back to work. Upon receipt of the doctor's statement, if the employee has not utilized his "Two (2) doctor's statements per three (3) months," the absence will be excused.

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

- 1 - Inclusive date(s) of illness/injury.
- 2 - Date(s) of treatment.
- 3 - Diagnosis.
- 4 - Date employee can return to full duty.
- 5 - Doctor's signature.

**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 (Unreported Absence).

4. Control Procedure

Absences and tardiness on scheduled workdays, overtime, training, trades or holidays will be recorded occurrence(s) in the following manner:

No-Show (Unreported Absence)	2
Reported Personal Absence (Personal Business)	1
Reported Illness (Two (2) statements per three (3) months)	0
Reported Illness (No doctor's statement or after utilizing two (2) doctor's statements per three (3) months)	1
Unreported Tardy	1
First Two (2) Reported Tardies	1/4
Reported Tardy after the first two (2) Reported Tardies	1/2

An employee receiving a chargeable occurrence for absenteeism/tardiness will receive the following disciplinary action as the occurrences accumulate:

0 - 1 3/4	No action taken
2 - 3 3/4	Counselling
4 - 5 3/4	Letter of Instruction
6 - 7 3/4	Warning Letter
8 - 8 3/4	Final Warning
9 or more	Termination of Employment

5. Excused Time Off

Approved Leaves of Absence, i.e., personal, medical, military, bereavement, jury duty, Association and shift giveaway, will not be considered under this program except when considering the employee's total absentee record as outlined in Section Seven (7) of this program.

6. Record Improvement

For each three (3) consecutive months period during which an employee works without any chargeable occurrence, two and one half (2 1/2) occurrences will be deleted from the employee's accumulation until the total reaches zero (0). At the end of each calendar year, the record of any employee who has accumulated four (4) or fewer occurrences will have his record reduced to zero (0) occurrences.

7. Total Absentee Record

If any employee is absent from work for any reason for six percent (6%) or more of his workdays in the course of a calendar year, the employee's file will be reviewed in order to determine whether disciplinary action is appropriate.

***It is noted that nothing contained in this Attendance Program negates Article Eight, Paragraph H Subparagraph 3.

****Using sick leave or sick pay for a purpose other than that intended constitutes abuse. Abuse of sick leave or sick pay shall warrant immediate termination.

8. Program Control

In the event the Company demonstrates that the number of hours of sick leave, as a percentage of scheduled hours in a calendar year for covered employees system wide, exceeds four percent (4%), the Company reserves the right to increase the penalty for Reported Illness under the forgoing policy as follows: By reducing the number of permissible doctor's statements per three (3) months to one (1) and imposing a chargeable occurrence upon an employee utilizing more than one (1) doctor's statement per three (3) months. However, when the percentage of scheduled hours in a calendar year for covered employees system wide comes back within four percent (4%), the program will revert back to its original status.

ARTICLE TWENTY-FOUR

DISCHARGE AND DISCIPLINE

A. No employee who has passed his probationary period will be disciplined to the extent of loss of pay or discharge without just cause.

B. No employee who has passed his probationary period will be disciplined to the extent of loss of pay or discharge without being advised in writing within twenty four (24) hours following such discipline of the reason or reasons for such disciplinary action.

C. Letters of warning or reprimand not involving loss of pay or discharge will be issued no later than five (5) working days from the time the Company has full knowledge of the incident.

D. All letters of reprimand or warning will be removed from an employee's file after twelve (12) months have elapsed from the date of such letter.

ARTICLE TWENTY-FIVE

SAVING CLAUSE

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

ARTICLE TWENTY-SIX

GROUP INSURANCE BENEFITS

The Company shall continue the benefits of the existing group insurance plans. Alternative, personal option plans 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. Any future increase in cost borne by the Company for employees not covered by this Agreement shall be borne by the Company for employees covered hereunder.

ARTICLE TWENTY-SEVEN

PROFIT SHARING

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

ARTICLE TWENTY-EIGHT

WAGE RULES

A. Employees will be paid on the 5th and 20th of each month for the

preceding pay period. There shall be two pay periods each month: (1) 1st - 15th and (2) 16th -final day of each month.

B. Should the regular payday fall on a Saturday or Holiday, employees will be paid on the preceding day. Should the regular payday fall on a Sunday, employees will be paid on the following Monday. Normally, employees shall be paid during their regular working hours.

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

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

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

F. Automatic changes in pay rates will be computed as follows: Changes occurring from the 24th day of the month to the 8th day of the following month shall be effective beginning on the 1st of the following month. Changes occurring from the 9th to the 23rd of any month shall become effective beginning on the 16th day of the month.

Seniority Date	Seniority Date
24	9
25	10
26	11
27	12
28	13
29	14
30	15

31 Changes effective 1st
1 of the month

2
3
4
5
6
7
8

16 Changes effective 16th
17 of the month

18
19
20
21
22
23

G. An inconvenience shift premium of \$60.00 per month shall be added to the base pay during each month that an employee is scheduled to work at least four (4) shifts during such month which begin after 12:00 noon and before 5:00 A.M.

H. A premium of \$15.00 per month shall be added to the base pay during each month an employee is scheduled to work two (2) or more shifts within his work week whose starting times vary by more than twenty nine (29) minutes within the work week.

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

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

K. Employees hired on or after May 17, 1990 will be paid during their first year of service at entry rate levels as follows:

Ramp/Provisioning
1st 6 months \$6.50
2nd 6 months \$7.00

Operations/Freight
1st 6 months \$6.79
2nd 6 months \$7.29

L. Upon completion of the first year of service with the Company, an employee will advance to Step One of the progressive pay scale. Thereafter, on the anniversary of such employee's date of hire, the employee will advance to the next step and so on until he reaches the top of the pay scale.

M. Employees hired between June 31, 1989 and May 1, 1990 with less than one (1) year of service will be placed on the progressive pay scale at Step One. Thereafter, on the anniversary date of such employee's date of hire the employee will advance to the next step and so on until he reaches the top of the scale.

N. Employees with one (1) year of service or less and whose first anniversary is prior to May 15, 1990 will be placed on the progressive pay scale at Step Three. Thereafter, on the anniversary of such employee's date of hire, the employee will advance to the next step and so on until he reaches the top of the pay scale. An employees with a one year anniversary between May 16, 1990 and June 30, 1990 will be placed at Step Two upon signing of this Agreement and will advance to the next step on his anniversary and will advance to the next step and so on until he reaches the top of the pay scale.

O. Employees on payroll at December 31, 1989 with more than twelve (12) months of service will be placed on the progressive pay scale at the step which is lateral to the employee's current pay rate in effect on the effective date of this Agreement (the later of date of signing or April 30, 1990), and progress to the next step on the employee's anniversary until he reaches the top of the pay scale.

P. Rates of Pay Per Hour:

Ramp / Provisioning	
Step 1.	7.61
2.	8.43
3.	9.15
4.	9.60
5.	10.23
6.	10.60
7.	11.10
8.	11.66
9.	12.46
10.	12.96
11.	13.35
12.	14.21
13.	14.79
14.	15.37
15.	16.12
16.	16.87
17.	17.38 and Thereafter
Operations / Freight	
Step 1.	7.91
2.	8.73
3.	9.45
4.	9.90
5.	10.53
6.	10.90
7.	11.40 →
8.	11.96
9.	12.76
10.	13.26
11.	13.65 →
12.	14.50
13.	15.08

14.	15.65
15.	16.40
16.	17.15
17.	17.67 and Thereafter

ARTICLE TWENTY-NINE

DURATION AND AMENDMENTS

This entire Agreement shall remain in full force and effect from May 16, 1990 to and including December 31, 1994, and thereafter shall be subject to change as provided in Section Six of the Railway Labor Act as amended.

For: Southwest Airlines Company

Herbert D. Kelleher
Herbert D. Kelleher
Chairman / President

Negotiating Committee

Gary A. Barron
Gary A. Barron
J. L. Herring
J. L. Herring
Jim Wimberly
Jim Wimberly

Ruth S. Landau
Ruth S. Landau

For: Southwest Airlines Ramp Operations
Provisioning Association

Martin J. Mallett
Martin J. Mallett
President ROPA

Negotiating Committee:

Steve M. Prouty
Steve M. Prouty

Jon P. Stanley
Jon P. Stanley

Greg C. Brazelton
Greg C. Brazelton

Aaron R. Miller
Aaron R. Miller

ARTICLE THIRTY

RETIREMENT

The employees covered hereunder shall be included in a contributory 401 (K) plan to be effective starting in the calendar year 1991 under which the Company will agree to contribute fifty cents (\$.50) for each one dollar (\$1.00) of employee contribution up to six percent (6%) of the employee's salary, with a cap on Company contribution of twenty five hundred (\$2,500.00); (For example, if the employee defers the full six percent (6%) permissible, the Company contribution would be the lesser of three percent (3%) or twenty five hundred (\$2,500.00).

ARTICLE THIRTY-ONE

ASSOCIATION MEMBERSHIP

A. Each employee of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association shall be required, as a condition of employment, beginning thirty (30) days after the effective date of this Agreement or one (1) full month after the completion of his probationary period, whichever is later, to pay the Association each month a service charge as a contribution for the administration of the Agreement and the representation of such employee.

B. If any employee of the Company covered by this Agreement become, delinquent in the payment of this service charge or any Association member becomes delinquent in the payment of his dues, the Association shall attempt to notify such employee by certified mail, return receipt requested, with a copy sent to such employee by regular U.S. Mail, and copy to the appropriate department Vice President, that he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as an employee of the Company. Such

letter shall also notify the employee that he must remit the required payment within a period of fifteen (15) days or be discharged.

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

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

1. An employee who believes that the provisions of this Article have not been properly interpreted or applied as it pertains to him, may submit his request for review in writing within five (5) days from the date of his notification by the appropriate Vice President as provided in Paragraph C. The request must be submitted to the Vice President or his designee who will review the grievance and render his decision in writing no later than five (5) days following receipt of the grievance.

2. The Vice President or his designee shall forward his decision to the employee, with a copy to the Association. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the employee or the Association, then either may appeal the decision within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the employee and the Association within ten (10) days thereafter. In the specified period, either the employee or the Association may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee

shall be borne equally by the employee and the Association.

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

1. An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for just cause" within the meaning of the terms and provisions of this Agreement.

2. It is agreed that the Company shall not be liable for any time or wage claim of any employee discharged by the Company pursuant to a written order by any authorized Association representative under the terms of this Paragraph.

CHECK OFF

The Company shall deduct from the monthly pay for each employee and remit to the Association a monthly amount equal to the Association's regular and usual monthly dues, which monthly amounts would be required to be paid by such employee, provided such employee voluntarily executes the following agreed upon form, know as the "Check-Off Form", which shall be prepared and furnished by the Association.

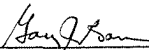
Side Letter of Agreement Number One

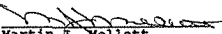
Probation

It is understood and agreed the probationary employees on payroll prior to the signing of this Agreement will be required to complete a probationary period as follows:

Southwest requires all new employees to serve a probation period of ninety (90) calendar days. During this period new employees have an opportunity to demonstrate their qualifications and ability to adapt to Company policies and procedures. The probation period affords the Company an opportunity to evaluate the employee's qualifications and ability to perform tasks assigned.

All employees hired after the effective date will be governed by Article Eight, Paragraph G of this Agreement.

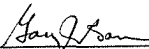

Gary A. Barron
Executive Vice President /
Chief Operations Officer
Date: 5-17-90

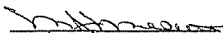

Martin J. Wellett
President / ROPA
Date: 5-17-90

Side Letter of Agreement Number Two

Baggage Service

It is understood and agreed that Operation Agents who are currently working Baggage Service Department will not be displaced as a result of this Agreement, and will continue to accrue seniority in the Operations classification for all purposes, until such time as the employee transfers out of that location.


Gary A. Barron
Executive Vice President /
Chief Operations Officer
Date: 5-17-90

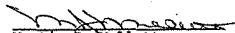

Martin J. Wellett
President / ROPA
Date: 5-17-90

Side Letter of Agreement Number Three

Part-Time

It is understood and agreed that the Company will not furlough or displace any part-time employees in an attempt to comply with the percentages as outlined in Article Ten, Paragraph C. It is further understood and agreed that conversion of a part-time position to a full time position will not be considered as a vacancy for bidding purposes.

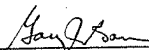

Gary A. Barron
Executive Vice President /
Chief Operations Officer
Date: 5-17-90

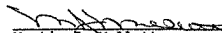

Martin J. Mellett
President ROPA
Date: 5-17-90

Side Letter of Agreement Number Four

Passes

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


Gary A. Barron
Executive Vice President /
Chief Operations Officer
Date: 5-17-90

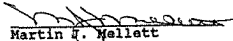

Martin J. Mellett
President ROPA
Date: 5-17-90

Side Letter of Agreement Number Five

Vacation

It is understood and agreed that employees covered herein who would have accrued the additional week vacation as outlined in Article Fourteen, Paragraph B of the previous Agreement for the years 1990 and 1991, will still be entitled to the aforementioned week.


Gary A. Barron
Executive Vice President /
Chief Operations Officer
Date: 5-17-90


Martin J. Wellst
President - ROPA
Date: 5-17-90

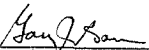
Side Letter of Agreement Number Six

Signing Bonus

Upon signing of this Agreement, employees on payroll as of December 31, 1989 and still on the payroll as of the date of signing ("Eligible Employees") will be eligible for a bonus as follows:

1. For each eligible employee hired prior to August 16, 1984, the amount will be approximately \$3,000.00.
2. For each eligible employee hired after August 16, 1984, the amount will be approximately \$1,500.00.

The above approximate amounts (\$3,000.00 and \$1,500.00) multiplied by the number of "Eligible Employees" will determine the amounts of the bonus pool. Proration of these amounts will be in accordance with the following formula, as agreed upon by the Company and the Association: All productive hours scheduled and worked including shift trades, overtime, double time, free days, holidays, jury duty, bereavement time, on the job injuries and vacations. All other time off will be considered unproductive time and will not be included in the calculation. Each of the total respective bonus pools will then be divided by the total respective productive hour pool to determine each individuals bonus.


Gary A. Barron
Executive Vice President /
Chief Operations Officer
Date: 5-17-90


Martin G. Mellett
President / ROPA

Date: 5-17-90

Side Letter of Agreement Number Seven

Air Freight Bidding

Article Six, Paragraph E, Sub Paragraph One notwithstanding, the Company and the Association agree that Freight Agents, who are required to remain in an Air Freight location during every other Operations classification bid, will be allowed to bid within the Air Freight location each time a bid occurs in the Operations classification, for shifts and days off.


Gary A. Barron
Executive Vice President /
Chief Operations Officer

Date: 5-17-90

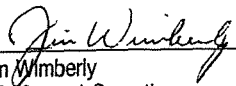

Martin G. Mellett
President / ROPA

Date: 5-17-90

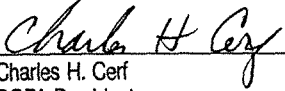
Side Letter of Agreement Number Nine

Article Twenty

By agreement between the Company and R.O.P.A., for purposes of Article Twenty (20), Paragraph G, Sub-paragraph Seven (7), the grievance will be answered in writing to the President of the Association by the department Vice President or his designee within five (5) working days of the hearing of a terminated employee. If the terminated employee does not request a hearing with the Vice President or his designee, the grievance will be answered in writing to the President of the Association within ten (10) working days of receipt of grievance.


Jim Wimberly
V.P. Ground Operations
and Provisioning

Date: 10/8/91


Charles H. Cerf
ROPA President

Date: 9/25/91

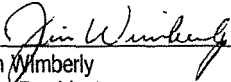
Side Letter of Agreement Number Ten

Article Twenty — Selection of Arbitration

It is understood and agreed by the Association and the Company that for the use of Article Twenty, Paragraph G, Sub-paragraph 12, the Federal Mediation and Conciliation Service (FMCS) will be used.

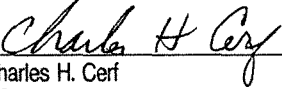
In addition, the American Association of Arbitration (AAA) may be used for arbitration, but only if agreed to by the ROPA President and the Vice President Ground Operations and Provisioning. Should the Company wish to utilize AAA, they must formally request such from the ROPA President within two (2) working days of the Association's request for arbitration.

If the Company and the Association are not able to agree on the use of AAA or FMCS, the National Mediation Board (NMB) will be used.



Jim Wimberly
Vice President
Ground Operations and Provisioning
Southwest Airlines Company

Date: 10/8/91



Charles H. Cerf
ROPA President

Date: 9/25/91

F - Day Free
V - Vacation
S/G - Shift Giveaway
S/T - Shift Trade
01 - 1st Day of Rest
02 - 2nd Day of Rest

DATE: _____

BOOK CLOSED BY: _____
Initials/Time/Date

DAY: _____

WITNESSED BY: _____
Initials

[illegible]

Page_____ of_____