

**GOLD CONTRACT
WORK RULES
INTERPRETATIONS**



TWU Local 555

Southwest 

Southwest Airlines

TWU 555 Work Rules Interpretations – New interpretations and Clarifications*

Article 2, Question # 1 – Allowable escorting duties in relation to covered work

Article 2, Question # 2 – Start of the deicing process in relation to covered work

Article 5, Question # 5 – Ramp Agents staffing Freight Facilities

Article 6, Question # 3 – Examples of scheduled meal periods

Article 6, Question # 10 – Sick pay for scheduled overtime (SCO)

Article 6, Question # 21 – Time period to honor shift trades when one Employee goes on Leave, transfers, etc.

Article 6, Question #27 – Allowable shift trade limit between two Employees

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Article 7, Question #1 – Examples of LWOP changing double-time pay rate for overtime

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Article 13, Question #2 – (OJI) Immediate treatment in states where an Employee can select their treatment provider

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Article 22, Question #2 – Scheduled overtime (SCO) pay while on a Freeday/FTO

*This is not a complete list. Minor additions, clarifications, and deletions are not included.



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ARTICLE 2 SCOPE OF AGREEMENT

1. Who is allowed to provide escorting duties in a location?

As we recognize escorting procedures vary in each location, escorting duties are to remain status quo as held prior to ratification of the CBA at each location. For example:

- If prior to the ratification of the CBA escorting duties were a shared duty, then that will remain the same.
- If prior to the ratification of the CBA escorting duties were held solely by Ramp, Provisioning, Operations, or Cargo Agents, then that will remain the same.
- If prior to the ratification of the CBA escorting duties were held solely by Leadership, then that will remain the same.

2. What constitutes the start of the deicing process of an aircraft?

For a flight that is departing, it would be when the radio call request has been made from the air crew. For an aircraft that is receiving deicing and/or anti-icing without an air crew present, it would be at the point when spraying/contaminant removal begins.

3. Will the Company post Supervisors' work schedules at the stations or Provisioning locations?

No. However, for informational purposes, Management will provide the local TWU Representative with a copy of the Supervisors' scheduled shifts. A Supervisor's schedule may be changed at any time, but only to cover another Supervisor. This process will provide information that should help eliminate grievances concerning overtime.

4. Can a Supervisor pick up an Agent's shift?

Yes, at Management's discretion and approval. An agent should, when time permits, make the shift trade available to other covered Employees prior to offering it to a Supervisor. It is the Agent's responsibility to make the shift trade available to other covered Employees, not the Supervisor. Supervisors that enter into a shift trade will be required to perform the work of that covered Employee for the entire shift.

5. Can a Supervisor LWOP when they are working for an agent?

No. Supervisors that enter into a shift trade will be required to perform the work of that covered Employee for the entire shift. No LWOP is allowed.

6. If the Company opens a new location with eighty-four (84) or fewer departures per week and later expands to eighty-five (85) or more departures per week, will SWA pay the Employee his/her move as a new city opening? (Par. F.2)

Yes. When the time comes for that station to be staffed by SWA Employees, it will be considered, for staffing purposes, a new station.

ARTICLE 5 CLASSIFICATIONS

1. Are Ramp Agents required to do fluid checks on ground equipment? (Section One)

Yes. Maintaining safe equipment should be the responsibility of all Agents. Ramp Agents will assist in any minor checks that do not require the use of tools or don't violate any agreement with other unions at SWA.

2. If a bag is tagged with a heavy tag, will this require two Employees to lift this bag? (Section One)

Safety is the number one concern of this airline. Should an Employee feel that he needs help, then help should be obtained. No Employee will be directed to do work that would cause injury to an individual.

3. Can Stations authorize and ship APU's to other Stations? (Section One)

No. All APU's will be shipped via truck. Exceptions for heavy items like APU's and main tires will be made only when there is an AOG (Airplane on Ground) and is supported by a FIM sent out by dispatch. The Cargo Service Center or the CSC will coordinate these exceptions.

4. Are Ramp Agent assignments to include Freight Facilities and what are the job duties to include? (Section One)

Yes, where Southwest Airlines operates a separate Freight location, the Ramp Agents can be assigned to assist in the Freight Facilities as outlined in Article Five, Section One, sub-paragraph D.

5. Will Ramp Agents be allowed to bid shifts at the Freight Facilities? (Section One and Article Six, Section One)

Where the Company determines there is a need, yes. As with all positions and job duties, they are subject to change (See Article 6, Section One, Paragraph E).

6. How many Ramp Agents will be placed in the Freight Facilities?

There will be no set number of Ramp Agents in any Freight location. The size and volume will determine the number of Employees that will be assigned. It is the intent of the Union and the Company to ensure that Ramp Agent assignments shall include Freight Facilities.

**ARTICLE 6
HOURS OF SERVICE**

1. An Employee works his regular shift, then works overtime through and up until his next regular shift. He then works overtime again on the second day following his regular shift. What is the rate for overtime hours following his regular shift on the second day? (Section One, Par. A)

The rate of pay for overtime following the regular shift on the second day, if an Employee's continuous "Tour of Duty" carries over from his regular shift on one day into and beyond his regular shift on the next day, is double time.

2. If an Employee picks up a shift, or trades to work a shift, and calls in sick, is sick leave paid? (Article Six, Par K and Article Thirteen, Section One, Par. B)

When an Employee is scheduled to work a double shift that involves a shift trade, and reports ill for both shifts, the Employee will be charged eight (8) hours absence and will be paid eight (8) hours sick pay. Employees calling in sick on a shift trade or pick up will be paid a maximum of eight (8) hours sick pay (The Company will follow applicable state laws which may result in payment and deduction of more than 8 hours.)

- a. An Employee who is scheduled to work 0600-1430 (normal shift), and a 1430-2300 shift trade, and calls in sick, will be charged eight (8) hours absence and will be paid eight (8) hours sick pay.
- b. An Employee is on his regular day off, and is scheduled to work a shift trade, and calls in sick - Employee will be charged eight (8) hours absence and will be paid eight (8) hours sick pay.
- c. An Employee who is scheduled to work 0600-1430 (normal shift) and a partial shift trade (1430-1800) and calls in sick, will be paid eight (8) hours sick pay.
- d. An Employee is scheduled to work an overtime shift at 0530-1400 and his normal shift at 1400-2230. He works the overtime shift and goes home sick at 1400 prior to working his normal shift. He will be paid time and one-half for the overtime shift and eight (8) hours sick pay if there are sufficient hours in his sick pay accrual.

**Note: Employees who call in sick when scheduled for a double shift will be considered calling in sick for the entire day, unless specified by the Employee.*

3. What are some examples of a meal period scheduled in the middle two hours of the shift when a shift is at least four and one-half (4.5) hours but less than eight (8) hours, and some examples of a lunch scheduled between the fourth and sixth hours for eight (8) or eight and one-half (8.5) hour shifts? (Section One, Par. B)

Examples:

- Scheduled 1300-1700 No meal period will be scheduled or deducted
- Scheduled 1300-1730 Meal period will begin no earlier than 1415 and end no later than 1615
- Scheduled 1300-1830 Meal period will begin no earlier than 1445 and end no later than 1645
- Scheduled 1300-1930 Meal period will begin no earlier than 1515 and end no later than 1715
- Scheduled 0400-1200 Meal period will begin no earlier than 0700 and end no later than 1000
- Scheduled 1300-2130 Meal period will begin no earlier than 1600 and end no later than 1900

4. What time period will bids be held open for bidding work schedules, Freedays, and DAT/FTO Days? (Section one, Par. D)

For a period of seven days for each.

5. Can an Operations Agent's shift bid contain shifts that have hours scheduled both in Operations and Freight? (Section One, Par. D)

No, Operations and Air Freight are separate bid locations. An Employee who wants to move from Operations to Air Freight or vice versa, must file a bid for a lateral transfer.

6. When Employees are required to attend training can we adjust their schedules? (Section one, Par. D)

Only when an Employee voluntarily agrees to change his shift.

7. If an Employee accepts a lateral bid, when should he be allowed to bid in his new location?

An Employee will be allowed to bid on the first open bidding period that takes place on or after his reporting date.

8. Is it a requirement to keep the bid posted during the bidding process? (Section One, Par. D)

Yes. Throughout the entire bidding process the shift bids will be posted for Employees to view. The regular shift assignments shall be prepared and posted at each bid location (i.e., Operations and Freight) at least seventy-two (72) hours in advance of becoming effective.

9. What happens if an Agent returns from an approved leave while the schedule bid is out for bid? (Section One, Par. D. 5)

If open and there are enough lines on the bid for all Agents to bid, including the returning Agent(s), they should bid. If they fail to bid and don't have a permanent bid on file, they will be assigned to a shift and days off after the bids are awarded.

If open and there are not enough lines on the bid for Agents to bid, then the Agent(s) returning from leave will submit a bid and will mirror a shift and days off that their seniority would hold.

Note: returning Agents will just mirror scheduled hours and days off, without regard to job duties.

If the bid is closed and an Agent(s) returns from an approved leave will, by exercising his seniority, select a shift and days off that his seniority would allow him to hold according to the current shift bid (mirror a line), without regard to job duties.

10. How is sick pay handled when an Employee calls in sick and part of their regularly scheduled shift was to be paid SCO (A shift established with a starting time at or after 01:00AM but before 05:00AM. Time and one-half will be paid for the portion of such shift which falls between those hours)? (Section One, Par. G, and Article 13, Section One, Par. C)

When an Employee calls in sick on a day where part of their regularly scheduled shift was to be paid SCO, they will be paid their base rate plus any overtime pay they would have received. The overtime pay portion will be converted to regular hours or portions thereof and the adjusted amount will be deducted from their sick accrual. Normal rounding rules will apply.

11. If qualified, can an Operations Agent and a Freight Agent shift trade? (Section One, Par. K)

Yes.

12. Must all shift trades be submitted eight (8) hours in advance? (Section One, Par. K)

Management discretion will be used on trades with less than eight (8) hours.

13. Can shift trades be approved by phone? (Section One, Par. K. 4)

Yes, by Local Agreement or when electronic systems are down.

14. Is shift differential paid if an Employee trades four times for shifts with different start times? (Section One, Par. K. 2 and K. 6)

No. You cannot circumvent a shift bid. Shift differential only applies on shift bids.

15. Can a Supervisor trade with or pick up a giveaway from an Agent? (Section One, Par. K)

Yes, at Management's discretion and approval. Refer to Article Two for additional information and Work Rules Interpretation Art 2, question number 4.

16. Can an Employee shift trade on days off prior to and after vacation, and pick up shifts while on vacation? (Section One, Par. K)

Yes.

17. Can an Employee shift trade in another classification in which he has previous training or experience? (Section One, Par. K)

No. The contract states, "Employees within the same classification".

18. Can Employees trade Freedays/FTOs? (Section One, Par. K)

No. The contract states, "work shift or day off", however, Employees will be allowed to "pick up" a shift on their Freeday/FTO.

19. How is a No-Show of shift handled when a shift trade is involved? (Article Six, Section One, Par. K. 4, and Article Twenty-Three, Par. A.2)

When an Employee is scheduled to work a shift trade on the same day of his regularly scheduled shift/assignment, the No-Show provisions of the attendance control program will apply. If an Employee No-Shows the whole day, the Employee will be assessed two (2) points under the attendance control policy. If an Employee No-Shows a shift trade on the same day as his regular shift, the Employee will be allowed to work the regular shift/assignment, but will still receive two (2) points on the attendance record for No-Showing the shift trade. The opposite will apply as well.

**Note: Employees who are assigned an overtime extension and No-Show the extension will be allowed to work their scheduled shift but not the extension. However, they will still be charged two (2) points for the No-Show on the extension.*

20. If an Employee shift trades with a Relief Agent, can the regular relief shift still be adjusted if necessary? (Section One, Par. K)

Yes, when an Employee picks up or trades into a Relief Agent position, the Employee becomes, in effect, the Relief Agent for that day. When the shift trade is approved, it should be noted on the form that the shift may be adjusted.

21. What happens when an Employee who has an approved shift trade, transfers, leaves to temp in another Station, is terminated, goes on a leave of absence, or has restrictions due to transitional/restricted duty? (Section One, Par. K)

The shift trade will be honored through fourteen (14) calendar days from the last day worked in the Station or the first day of transitional duty. Any giveaway, trade, or portion thereof beyond fourteen (14) calendar days will be cancelled. Station Leadership must notify Employees of cancelled shift trades by electronic means and either in person or via phone call, leaving a voicemail at phone number on file if voicemail is available.

22. Can the Company refuse to approve a shift trade or shift giveaway between two Employees if all the outlined requirements have been met? (Section One, Par. K)

No. We know the importance of shift trades and shift giveaways, not only for the Employees but for the Company as well. It is in our best interest to allow past practice to continue. Shift trades for Probationary Employees who have not worked 30 days are subject to approval.

23. If an Agent works five (5) doubles in a row and wishes to trade into a double on the sixth day, should the trade be denied? (Section One, Par. K)

Yes.

24. If an Agent works three (3) doubles in a row, can you mandatory the Employee into a double the next day? (Section One, Par. K. 5)

No.

25. Can an Employee volunteer to work more than twelve (12) days in a row (Section One, Par. K. 5)

Yes. The concern is for safety, but we felt that working more than twelve (12) days was no harder on an Employee than working continual double shifts. Therefore, in exchange for limiting the amount of doubles the Employees can work, we will allow the Employee to volunteer to work more than twelve (12) days in a row. If the Employee volunteers to work on the thirteenth (13th) day, he is not off again until his next scheduled day off.

Example: Work 5 days
 Volunteers 2 days off
 Work 5 days
 Day 13 volunteers to work (can't be mandatoried but may volunteer)
 Day 14 volunteers to work—Employee is not off again until his next scheduled day off

26. What is a regular scheduled shift? (Section One, Par. K)

A regular scheduled shift is a shift that is bid, not one that is traded for, or volunteered for overtime.

27. What is the time trade (shift trade) limit between two Employees? What will happen when the limit is exceeded? (Section One, Par. K.6)

The Union and the Company agree that no two Employees may trade shifts (time trades) for more than 50% of their regular shifts during any one shift bid. When the Company becomes aware that this has happened, no further trades (time trades) of their regular shifts will be approved between those two Employees for the remainder of the bid.

28. When an Employee is scheduled for mandatory overtime and gives it to another Employee, what is that Employee's rate of pay? (Section One, Par. K. 7)

The Employee picking up the mandatory overtime will be paid at the rate of double-time (Articles 7.C.5 and 22.D.2.c.ii) including Thanksgiving, Christmas, and Premium Pay Days.

**Note: An Agent cannot trade into Triple Time on Thanksgiving and Christmas.*

29. How does the Ten Hour Rest Rule apply? (Section One, Par. L)

If, due to a mandatory overtime assignment of four hours or more, an Employee receives less than ten hours of rest before his next regular scheduled shift, the Employee will have the option of ten hours of rest or waiving the rest period in lieu of double-time for those hours scheduled until the ten hours has expired.

30. When must the Employee make his option to work or to have his full rest period be known? (Section One, Par. L)

When possible, the Employee will notify the Supervisor at the time of assignment, otherwise whenever possible, two hours before the start of the regular shift whether he wants ten hours rest or to work hours included in rest. At that point, scheduling will be made and cannot be changed. The Union and the Company agree that less than two hours notification is not desirable.

31. If an Employee, due to a mandatory assignment of four hours or more, will not get ten hours rest, can the Company move to the next junior Employee and require him to work? (Section One, Par. L)

No. The Employee that was mandatoried would still have to work the assignment, but they would choose either one of the 10 Hour Rest Rule Options, or once they are mandatoried they could give away the mandatory shift to another Agent or to a Supervisor. The Company should, however, seek voluntary overtime prior to the mandatory or see if the operational requirements can be met by a shift extension.

32. Are Employees entitled to ten hours of rest before a mandatory overtime assignment? (Section One, Par. L)

No. The ten-hour rest period is following the mandatory overtime assignment, and before the next regular shift.

33. Can an Employee receive a mandatory assignment for an A.M. overtime assignment if he worked a P.M. shift the night before? (Section One, Par. L)

Yes. The Contract does not require a ten-hour rest period between your regular shift and a mandatory overtime assignment. The only way an Employee would be able to exercise the ten hour rest rule is if the Employee had to work a regular shift after the mandatory overtime assignment that gave him less than the ten hours rest before his regular scheduled shift.

34. What are the guidelines regarding local agreements? (Section One, Par. M)

Local agreements only apply to Article Six, Section One, Article Seven, and Article 14, and must be in writing. Whenever there is a change of management or local TWU representation at a location, local agreements should be reviewed. Local agreements should include an ending date, which may be changed with notice.

35. When an Employee goes on a leave of absence can a Relief Agent be adjusted to cover the absence? (Section Two, Par. A.)

Yes, a Relief Agent can be utilized to cover any absence. A Relief Agent is not to cover open lines, transfers, resignations, or terminations.

36. Can you change a Relief Agent's schedule, and if you need him more somewhere else, with twelve (12) hours' notice, change it again? (Section Two, Par. C)

No. You can only change a Relief Agent's schedule once (from base or homing schedule).

37. How do Relief Agents bid Freedays? (Section Two, Par. D.)

Relief Agents will bid Freedays after all other Agents have bid. In doing so, the Relief Agent will be allowed his choice of any day in that month. If there is more than one Relief Agent in that classification, the bid will be by seniority. Locations with twelve (12) or more Relief Agents in a classification will have a maximum of one A.M. and one P.M. Freeday per day. Locations with eleven (11) or less Relief Agents in a classification will have one Freeday available for Relief Agents.

38. How does a Relief Agent bid a Freeday when they are a Relief Agent for a portion of the month? (Section Two, Par. D)

If the Agent elected Freedays in the declaration round and is a Relief Agent for the majority of the month, they will bid a Freeday along with all other Relief Agents. If they are not a Relief Agent for the majority of the month, they will bid a Freeday along with all other Agents in the regular Freeday bid.

39. Can the same Relief Agent be utilized in Operations and Air Freight? (Section Two, Par. E)

No. Relief Shifts shall be bid separately in both Air Freight and Operations.

40. Can the Relief Agent premium be pro-rated? (Section Two, Par. F)

Yes, it can be pro-rated due to a shift change.

41. If a Relief Agent is on temporary assignment in another city, do they still get relief pay? (Section Two, Par. F)

Yes, but they will not be used as a Relief Agent in the temporary station.

42. What is a Relief Agent's overtime status when they are scheduled consecutive days off or non-consecutive days off? (Section Two, Par G)

They are considered on first day off status on their first scheduled day off of rest and second day off status on all subsequent days of rest. (Days off within the work week as defined in the contract).

<u>Example 1</u>	Monday	scheduled off A	<u>Example 2</u>	Monday	scheduled off A
	Tuesday	scheduled work		Tuesday	scheduled off C
	Wednesday	scheduled off C		Wednesday	scheduled off C
	Thursday	scheduled work		Thursday	scheduled work

<u>Example 3</u>	Monday	scheduled off A	<u>Example 4</u>	Monday	scheduled off A
	Tuesday	scheduled work		Tuesday	scheduled work
	Wednesday	scheduled off C		Wednesday	scheduled off C
	Thursday	scheduled work		Thursday	scheduled off C
	Friday	scheduled off C		Friday	scheduled work

43. What happens if electronic systems are down once enacted?

In the event electronic systems (as outlined in Side Letter of Agreement Number Nine) become inoperable, the parties will revert to prior manual processes.

ARTICLE 7 OVERTIME

1. How is an Employee paid who is extended at the beginning of his shift and LWOP's at the end? (Article Four, Par. F; Article Seven, Par. B. 1 and Par. C. 3)

Pay overtime for everything prior to the beginning of the shift (the extension), and when the Employee leaves, that time is LWOP (Double time will not be paid unless an Employee works more than 12 hours in a day.) All mandatory overtime will be paid at the applicable mandatory rate of pay.

**Note: Please make Employee aware of how LWOP will affect his double-time, on voluntary assignments. LWOP will not affect mandatory overtime pay rates. (See Examples below)*

Example #1

VOT Assignment: 05:00-13:30

Regular Shift: 13:30-22:00

If Employee works all hours will be paid 8.0 Regular, 4.0 overtime, and 4.5 double-time (see Article 7, Question #7 for paid meal period)

If Employee were to LWOP from 21:00-22:00 the Employee would be paid the following: 7.0 Regular, 5.0 overtime, and 3.5 double-time

If Employee were to LWOP from 20:30-22:00 the Employee would be paid the following: 6.5 Regular, 5.5 overtime, and 3.0 double-time

Example #2

VOT Assignment: 05:00-13:30

Regular Shift: 14:30-23:00

If Employee works all hours will be paid 8.0 Regular, 4.0 overtime, and 4.0 double-time (See Article 7, Question #7 for paid meal period)

If Employee were to LWOP from 22:00-23:00 the Employee would be paid the following: 7.0 Regular, 5.0 overtime, and 3.0 double-time

If Employee were to LWOP from 21:30-23:00 the Employee would be paid the following: 6.5 Regular, 5.5 overtime, and 2.5 double-time

2. If an Employee works a shift trade on his regularly scheduled day off, and then works an overtime assignment, how will the Employee be paid? (Par. C. 3)

Except for Premium Pay Days and mandatory pickups, an Employee will be paid straight time for the shift trade, time and one-half for the first four (4) hours of the overtime assignment, and double-time for all hours in excess of twelve (12) in any day.

3. Must an Employee be verbally advised of an overtime assignment or is a message left on a phone recorder acceptable? (Par. E)

You must personally have the overtime assignment acknowledged via phone or in person. Messages cannot be given to another individual or left on a phone recorder.

4. How is a shift extension differentiated from a Callout? Is it 3 hours & 59 minutes or an even 4 hours? (Par. G, H and I)

Use the Callbook for four hours unless it is highly probable that the overtime can be released prior to four hours. A suggestion may be to extend only up to 3 hours and 45 minutes, thus not playing the minute game and putting you in a situation where the extension goes beyond the four-hour limit. This will eliminate grievances concerning Agent bypass. We must attempt to meet operational needs first, but keep in mind how this will affect the Employees.

5. Can an Employee be extended on both ends of a shift? (Par. G)

Yes, but the total may not exceed four (4) hours.

Example: Agent A is scheduled 1000-1830; extend 3 hours prior to shift and 3/4 of an hour after shift, not 4 hours prior and 4 hours after.

6. Are voluntary shift extensions made by seniority, position, or shift ending time? (Par. G)

Voluntary extensions should be assigned to the most senior Employee whose shift ends or begins at the time the overtime is needed.

7. When an Employee is assigned a voluntary overtime extension prior to their shift and No-Shows the extension, will they be allowed to work their scheduled shift? (Par. G, and Article 23, Section One, Par. A)

Yes, however they will still be charged two points for the No-Show.

8. What is the proper procedure for mandatory shift extensions? When should we stair step the assignment? (Par. G. 4)

Mandatory shift extensions are determined by the time overtime is needed, and the most junior Employee is extended based on his shift start or ending time. When the extension is for a period

of two hours or more, and a less senior Employee is available following the extension, the first Employee will be released, and the more junior Employee will be required to complete the overtime requirement. The total amount of overtime by this type of coverage shall not exceed 3 hours and 59 minutes, even if the shift was "stair stepped".

9. If there are thirty minutes or less between an Employee's shift and an overtime assignment, will the Employee receive a paid thirty-minute meal period for the second shift? (Par. G. 5)

Yes. The Union and the Company reached a mutual agreement that whenever there is a period of thirty minutes or less between an Employee's shift and an overtime assignment of four hours or more, the provisions of Article Seven, Paragraph G., sub-paragraph 5 will apply. However, the time between the shift and the overtime assignment is not paid unless the time has been assigned and has been worked.

10. If no one is eligible and available in the overtime call book, can a shift be split by assigning mandatory overtime to two Employees to each work a portion of an assignment on their scheduled day off? (Par. H)

No. A mandatory assignment should be assigned in reverse order of seniority in the order as outlined in Article 7, paragraph I, sub-paragraph 6.

11. If there is no one eligible and available in the overtime call book, and no one is available on first-day off status for a mandatory assignment of four hours or more, may a mandatory assignment be split among Employees on working status? (Par. H)

Yes. If it is necessary to mandatory Employees who are at work on their regular work day, the overtime assignment of four hours or more may be split. The more senior Employee will have the choice of being released when a more junior Employee becomes available. The Supervisor will discuss the option with the Employee at the time the assignment is made. The Employee must make their decision at the time of the assignment whether to be released or not. The split assignment should not involve more than two Employees.

12. What is the process to manually close out the Overtime Call Book? (Par. I)

At 11:00A.M. a red line should be drawn diagonally from just below the last name to the bottom right hand corner of the page. Closing Supervisor writes in initials, time, and date. A witness initials the top of the page and the bottom "closed" line. "Closed" means no Employee can add his name to the Callbook, unless he signs below the line. Overtime assignments do not have to be made at 11:00A.M., however; the Company, shall, under normal circumstances, assign known overtime for the following day within the designated two-hour time period following the closing of the Overtime Callbook.

Mandatory assignments can be made any time after the callbook has been utilized, but it is not a requirement to make mandatory assignments within the two-hour time period. In a mandatory assignment situation, the Company will attempt to notify the Employee of their assignment. If unable to reach the agent(s) next in line to be mandatoried and they are scheduled to work before the mandatory assignment begins, he/she will be notified of their assignment as soon as possible after they arrive at work. This could be later that same day or the following day depending on when they are scheduled. If they are not scheduled to work before the mandatory assignment, then the Company will UTR and proceed to the next Agent in line to be mandatoried.

Employees can be assigned unknown overtime (as needs arise) anytime after close out and throughout the following day. An Employee may be allowed to remove his name from the overtime book after all known overtime has been assigned, prior to receiving an assignment, by drawing a line through his name and having it initialed by a Supervisor.

13. Must all information in the overtime call book be correct? (Par. I)

Yes. If information is incorrect or incomplete, the Employee may be offered voluntary overtime as a last resort before mandatory.

14. How do we handle an Employee who enters their name more than once in the overtime call book above the line? (Par. I)

If an Employee has more than one entry above the line, all entries will become invalid.

15. What is the definition of midnight for an overtime shift assignment (including charters), and what day would the Employee sign the call book sheet? (Par. I)

The answer is midnight (0000) is the start of an AM overtime assignment for the following day. For example, the assignment is midnight to 0800 Tuesday morning, so the Employee would sign the call book for Tuesday. (This clarification applies only to an overtime assignment.)

16. Who is responsible to make changes to the overtime call book prior to and after the call book is closed? (Par. I)

Employees are responsible to ensure that all information in the call book is correct prior to receiving an overtime assignment. For example, Agents whose status change as a result of shift trades, giveaways, DAT days, etc. are responsible for making changes in the call book prior to their receiving an assignment.

**Note: It is the Supervisor's responsibility to verify if overtime was worked or not on the Agent's first day off.*

17. Can known overtime be assigned prior to the day before as outlined in the contract? (Par. I)

No. A list of anticipated overtime can be posted, seeking volunteers, but overtime cannot be assigned except as outlined in the contract. (The only exception will be the holiday overtime).

18. If an Employee calls in sick for their regular shift, are they eligible for overtime outside the hours of their shift? (Article 7 and Article 23)

Yes, the Employee is eligible and should be called for both mandatory and voluntary assignments.

19. Can an Employee sign the call book after it closes? (Par. I. 2. i)

Yes, the Employee may sign under the line.

20. When an Employee indicates more than one preference for overtime, is he required to work more than one of his overtime preferences? (Par. I. 3)

No. An Employee who indicates more than one preference in the call book and has worked one assignment can (but won't be required to) work a second assignment that day after the call book has been completely utilized (all Employees signed above the close-out line). (The only exception is a continuous with assignment.)

21. Does each individual change that an Employee makes to his/her call book entry need to be initialed by a Supervisor? (Par. I)

Yes. The contract states that all changes must be witnessed and initialed by a Supervisor. For example, if an Employee makes a change to their overtime status and preference, the Supervisor would initial both areas.

22. Can an Employee add a preference above the line after the call book closes? (Par. I)

No, but the Employee may add another preference under the line. The Supervisor will need to witness and note the time that the Agent signs below the line.

23. Can an Employee add a preference above the line before the call book closes? (Par. I)

Yes, as long as the Employee is adding information. However, if the Employee is changing or deleting information to their call book entry, it must be initialed by a Supervisor.

24. Can an Employee refuse overtime? (Par. I. 6)

No. If an Employee refuses to or cannot work a mandatory overtime assignment, a fact-finding meeting will be held to determine whether discipline is appropriate. It is the Employee's duty to be available to work overtime when there is a need.

**Note: An Employee who repeatedly calls in sick for mandatory overtime assignments will be called into a fact-finding to discuss the circumstances to determine if disciplinary action is appropriate.*

25. When there is no one in the overtime call book, or when the overtime call book has been utilized to its fullest, can a Supervisor work the OT? (Par. I. 2)

Mandatory assignments must be made to Agents first as outlined in Article Seven, paragraph I, 6. Once the Agent is mandatoried it is acceptable for the Agent to give away their assignment to a Supervisor. In the event an Agent gives their mandatory assignment to a Supervisor, it must be documented on a shift trade form or through the appropriate electronic means.

26. What is meant by Agents who sign below the line? (Par. I. 2. i)

By signing below the line, Employees have a right to work the overtime after the call book has been completely exhausted. The Supervisor will witness and note the time that an Agent signs below the line.

27. If an Employee bids a DAT day in conjunction with his regularly scheduled days off, or in conjunction with Thanksgiving or Christmas day, what is the Employee's status for mandatory overtime on any of those three days? (Article Seven and Article Fourteen)

The Employee will not be eligible.

28. If an Employee is mandatoried for an overtime shift, can he give his assignment to another Employee? If so, what is his status if there is a sick call? (Par. I. 2)

Yes. An Employee who finds a volunteer to work a mandatory assignment will be exempt from any further mandatory overtime assignments on that day.

29. What is an Employee's status for mandatory overtime if they have been awarded a Freeday/FTO and/or Earned Award Day in conjunction with a DAT, and their regularly scheduled days off? (Articles Seven, Fourteen, and Twenty Three)

The Employee will not be eligible for mandatory overtime. Once an Agent is mandatoried, that Agent cannot go back and request a DAT day to prevent from being mandatoried. The protection to the Employee's scheduled off days only applies when the DAT is awarded in the following examples:

Example 1	Off	Example 2	DAT
	Off		Freeday
	Freeday		Off
	DAT		Off

<u>Example 3</u>	Freeday Off Off DAT	<u>Example 4</u>	DAT Off Off Freeday
<u>Example 5</u>	Freeday DAT Off Off	<u>Example 6</u>	Off Off DAT Freeday
<u>Example 7</u>	DAT Freeday EAD Off Off	<u>Example 8</u>	Off Off EAD Freeday DAT
<u>Example 9</u>	Off Off EAD DAT		

**Note — or any combination wherein a DAT day is utilized with a Freeday/FTO, EAD, and regularly scheduled days off.*

30. Can an Employee be mandatoried to work on their regularly scheduled days off in conjunction with their Freeday/FTO or Earned Award Day? (Par. I. 6)

Yes.

31. After 11:00A.M., should an Employee in the overtime call book be called a second, third time, etc., if overtime becomes available for another shift even though there was no answer the first time? (Par. I. 2)

Yes, each overtime assignment should be handled separately, and all individuals should be contacted (unless multiple assignments are being made simultaneously). Once you have been given an overtime assignment, you are not eligible for further overtime assignments that day until all others above the line in the overtime call book have been called for an assignment. If an Employee is eligible for the overtime, we must attempt to contact them even if they were UTR (unable to reach) from a previous assignment.

**Note: Understand, Employees are entitled to more than one assignment under a preference if eligible and the Company must attempt to contact the Employee to offer the assignment. Please understand that the Employee has the option to accept an additional assignment or not.*

32. Can an Employee be mandatoried before 11:00A.M. if no one is in the overtime call book? (Par. I, 2, and 6)

Not for the following day, for the same day, yes. Again, make every effort to solicit a volunteer prior to a mandatory situation. Also check the continuous box of the call book, thus allowing us to utilize volunteers in that manner.

33. How is mandatory overtime of four hours or more assigned, junior available or junior day off? (Par. I. 2. a)

The most junior of the Employees on his first day off, or on his second day off who did not work at least four hours of overtime on his first day off. If unable to contact Employees who are off, then it would go to the most junior available. In accordance with Article 7, Paragraph I subparagraph 6, mandatory overtime is assigned as outlined in sub-paragraph I.2., a., b., and c., in reverse order of seniority.

34. When Employees are assigned overtime, including extensions, should they be given a start and end time? (Par. I)

Yes, a start and end time must be given at the time of the assignment.

35. How is volunteer overtime assigned, senior available or senior available who hasn't worked either day off? (Par. I. 2. a)

The most senior of the Employees on the first day off or second day off and did not work the first day off. If unable to contact agents that are off, then it would go to the most senior available.

36. What is the proper overtime status when a new shift bid goes into effect on Sunday? (Par. I)

If the Agent was awarded a shift on the previous shift bid with S/S off, and is awarded a shift on the new shift bid with S/S off the overtime status for Sunday would be "C".

All other regularly scheduled days off (awarded on the shift bid) where an Agent is awarded a shift on the new shift bid with a Sunday off, the overtime status for Sunday would be "A", (unless the Agent otherwise changed their status. Article Seven, Par. I.2)

37. If two Employees are in the overtime call book, should adjustments on overtime be made to accommodate the most senior Employee even if overlap occurs? (Par. I)

No. The overtime assignment needed should be determined prior to looking at what individuals are available. The very least amount of overtime possible should be arranged.

38. If more than one overtime assignments are available, does the senior Employee have first choice? (Par. I and Appendix A)

Yes. The book allows the agents to elect a preference by indicating one (1) for first choice, two (2) for second choice and so forth.

Example: Agent A (senior)(Ops) has chosen 1-AM, 2-Frt.-PM, and 3- PM. Agent B (Ops) chose 1-AM and 2-PM. The available shifts are AM-Ops, PM-Frt. Agent A will be awarded the AM-Ops shift and Agent A will be awarded the PM-Frt shift. *See Appendix A.

39. Can an Employee call in and sign up for overtime, or have their name removed from the book? (Par. I, and Article 6, Par. M)

At locations with local agreements that allow Employees to sign up for overtime and have their names removed from the book.

40. On a four hour callout assignment, if agreeable between the Employee and Manager, can the Employee go home early and be paid for only the actual time worked? (Par. I)

Yes, but the agreement must be documented and signed by the Employee.

41. Can one Employee LWOP when someone else is on overtime? (Article Four, Par. F)

Only if the Employee who LWOPs would not be able to fill the overtime need.

42. An Employee worked overtime in the AM. but calls in sick for his regular PM. shift, how is that Employee paid? (Article Thirteen, Par. B)

Overtime for A.M., sick pay for P.M. (if accrued time is available/attendance policy will apply).

43. In a mandatory situation, if a junior Agent solicits and gets a volunteer to cover his assigned overtime shift, and there are also Agents more senior to him who have been mandatoried, should the volunteer be required to cover the most senior mandatoried Employee's shift? (Par. I. 6)

No. The Employee who solicits another Employee will be released and be considered on a shift (assignment) giveaway for any other overtime shifts as outlined in Art. 7, Para I, sub-paragraph 2.e.

44. If an Agent works mandatory overtime on his first day off and works a shift trade on his second day off, how will the Agent be paid if he receives a mandatory shift extension in conjunction with the shift trade? (Par I, and Article 6, Par. K)

The mandatory extension will be paid at double-time. The extension is not paid at double-time and one-half because the Employee volunteered to work via a shift trade on his second day off.

45. What are the guidelines concerning days off prior to and immediately following an Employee's vacation period? (Article Fourteen, Par. K)

An Employee will not be mandatoried on days immediately prior to, during, or immediately after his vacation, but may exercise his seniority to work any voluntary overtime.

46. Are Employees allowed to work overtime while on vacation? What is the rate of pay and priority for assignments? (Par. I. 8)

Employees are allowed to volunteer to work during their vacations; however, they may not be mandated (this includes the days off prior to or following). The call out priority is outlined in the contract. All overtime worked while on vacation will be at the rate of time and one-half for the first eight hours worked on any one day and double time for all hours worked in excess of eight hours. Scheduled days off prior to and following a vacation period will be assigned by seniority and the applicable overtime rate for the assignment will be paid as outlined in Article Seven.

47. If a part-time Employee's shift is involuntarily extended, when is the overtime rate applicable? (Article Ten, Par. F)

Part-time Agents will be paid overtime for all hours worked over their scheduled shifts, or for any hours regularly scheduled over eight hours in any one day. For example, a part-time agent is scheduled six hours, and his or her shift is extended three hours. The Employee will be paid six hours straight time, and three hours time and one-half.

**Note — If a mandatory extension, the Employee will be paid at the double-time rate for the mandatory overtime.*

48. Since Operations and Air Freight are separate bid locations, how does the overtime work? (Par. J)

There is no change from previous contract.

49. How is Charter overtime assigned? (Par. L)

**Note: Local Agreements that allow an overlap on the assignment of overtime will still apply when assigning charter overtime and should be considered first when making an assignment.*

One Day Charter: (A one day charter is defined as a charter that is scheduled to start and end the same day.)

Charter overtime should be assigned in accordance with Article Seven Paragraph L. When making the overtime assignment, consider the Employee's current status, if the charter cannot be covered by an Employee that can work the entire assignment without entering his/hers regular or shift trade then the assignment would be given to:

- The most Senior employee who can cover the charter assignment with the least amount of overlapping of their regular shift (or shift trade) and is in the OT book with Charter indicated as a preference.

Two Day Charter: (A two day charter would be defined as a charter that is scheduled to continue past midnight.)

Charter overtime should be assigned in accordance with Article Seven Paragraph 4 L. When making the overtime assignment, consider the Employee's current status without regard to his status at the end of the Charter.

- No overlap of the scheduled charter time will be allowed on the first day unless the book is exhausted and a mandatory situation exists.
- If the charter assignment overlaps the Employee's regular scheduled shift or a shift trade then the rate of pay would change from the applicable overtime rate to the straight time rate during that period.

When there is no one in the overtime call book, or when the overtime call book has been utilized to its fullest regarding a charter assignment the following can apply:

- Make the charter assignment known to all agents who are already working, to allow the senior agent who is willing to work the charter, but is already working, to take the assignment and cover any portion of their shift, if needed.
- Overtime will be offered to Employees covered by the Agreement and will be made known prior to an Agent being mandatoried by posting a note that Charter overtime is available.

(This does not mean that Employees scheduled off must be called.) Once an Agent has been mandatoried for the Charter overtime, the Agent may elect to give the assignment to another Agent or a Supervisor by documenting on a shift trade form.

What happens if a Charter is cancelled? If a charter has been assigned and then cancels do we pay the Employee?

Yes, they would be paid the applicable overtime rate for the assignment but would be required to work any regular shift or shift trade that they were already scheduled.

Is an Employee who is assigned a charter that cancels eligible for additional assignments?

- Yes, only after the book has been fully utilized, above the line, then he should be contacted and offered an additional assignment which will be his choice to accept. (A new assignment would not affect his pay for the cancelled charter.)
- For pay purposes, the agent will be paid from at least one hour prior to scheduled departure time to at least 30 minutes past scheduled arrival time.

50. The overtime call book includes a column for Charter overtime preference. Does this mean overtime will now automatically be available for Ramp, Operations and Provisioning Agents? (Par. L and Appendix A)

No. Charter overtime is assigned only on an "as required" basis, and, as in the past, must be approved by Management.

51. When working Charter overtime, will double-time be paid on the second day even if an Employee has not worked four hours or more on the first day? (Par. L)

Yes.

ARTICLE 9 TRAINING

1. How is an Employee paid when attending training in Dallas due to a transfer from one classification to another (i.e., Provisioning to Ramp or Ramp/Provisioning to Operations) or as a New Hire after working more than 30 days of their probation? (Par. A, and B)

Example One AM Shift: Training class 0730-1600
Employee's base shift 0500-1330.

The Employee will be paid at the regular rate of pay from 0730 - 1330 and the applicable rate of overtime from 1330 - 1600

Example Two PM Shift: Training Class 0730-1600
Employee's base shift 1300-2130

The Employee will be paid at the applicable overtime rate of pay from 0730—1300 and the regular rate of pay from 1300-1600

Example Three Day Off: Training Class 0730-1600
Employee's base is off

The Employee will be paid at the applicable overtime rate of pay for 0730-1600.

2. Is travel time paid before and after an Employee's flight to and from Training? (Par. A, and B)

Yes. Employees attending training will be paid starting thirty minutes prior to their scheduled flight time through thirty minutes after their flight arrives in their training location or base station.

3. Is the Company required to pay Employees travel time while they are waiting to catch their flights home? (Par. A, and B)

Yes. All hours spent traveling will be paid at the applicable rate.

4. Are Employees required to work the remaining portion(s) of their scheduled shift either before they travel to training or when they return from training?

The Employee has the option to either LWOP or work that portion of his shift.

**ARTICLE 10
PART-TIME**

1. If the Company exceeds the system-wide or Station part-time percentage limits, which Agents receive the penalty pay? (Par. C)

If the system-wide limit is exceeded, an equal number of part-time Agents in the system will be paid ten (10) hours of straight time pay per week until the system classification is in compliance with the part-time limits. The Agents will be determined by their classification seniority.

If a station limit is exceeded, an equal number of part-time Agents in that Station will be paid ten (10) hours of straight time pay per week until the Station is in compliance with part-time limits. The Agents in the Station will be determined by their classification seniority.

2. If there is only one part-time Agent in a Station, can that Agent be given an AM shift on the schedule bid? (Par. D)

No. The ratio of part-time Agents given AM shifts on the schedule cannot exceed the ratio of full-time Agents given AM shifts. In this scenario, if the part-time Agent is given an AM shift, then 100% of the part-time shifts would be considered AM.

3. What are the parameters for part-time Agents scheduled to work (40) hour work weeks? (Article 10, Par. G) The following guidelines will apply:

- Part-time Employees will bid separately from full-time Employees
- AM and weekend scheduling ratios will apply to part-time Employees working 40 hours/week
- The 40 hour/week schedule is not optional, and needs will be determined by Management based on flight activity
- Agents may be scheduled 40 hours/week for an entire bidding period even if the flight activity increase is only for a portion of the bidding period

4. When will lunches be for part-time Employees? (Par. H)

Eight (8) hour shifts will revert to the language in Article 6.B of the contract. If less than an eight (8) hour shift is scheduled, the lunch will be in the middle two hours of the shift.

Examples:

- Scheduled 1300-1700 No meal period will be scheduled or deducted
- Scheduled 1300-1730 Meal period will begin no earlier than 1415 and end no later than 1615
- Scheduled 1300-1830 Meal period will begin no earlier than 1445 and end no later than 1645
- Scheduled 1300-1930 Meal period will begin no earlier than 1515 and end no later than 1715

**ARTICLE 11
FILLING OF VACANCIES**

1. How will an Employee who is awarded and accepts a lateral transfer secure a SIDA badge in their new location? How will the Employee be paid?

Once the Employee is awarded and accepts the lateral transfer, they will need to immediately coordinate with local Management a time to fly to the new location to secure a SIDA badge, prior to the scheduled report date if needed. When possible, the Employee will secure his/her new SIDA badge during their regular shift. If the Employee is to secure a badge outside their regular shift or on their day off, they will be paid the applicable overtime rate of pay. The Employee will remain at his/her current location until the SIDA badge has been approved.

**ARTICLE 12
LEAVES OF ABSENCE**

1. Which Contractual leaves of absence can run concurrently?

The only Contractual leaves of absence that run concurrently are maternity/medical and parental/medical. All other Contractual leaves are treated separately.

2. How far in advance should an Employee apply for an extension of leave? (Par. A)

As soon as possible to allow the Company to prepare for such leave but no later than 10 days prior to the original scheduled return.

3. Which is applicable for leaves; The Guidelines for Employees or the Contract?

Use the Contract first, since the Contract takes precedent over all policies concerning leaves. Where the Contract is silent, utilize the Guidelines for Employees.

4. What are your pass privileges on leaves? If you are an Employee's designated eligible traveler, can the benefits of the Employee be used?

On medical leaves, an Employee and eligible travelers (excluding Travel Companions) are entitled to receive one pass each for the duration of the leave. On maternity leaves, the Employee and eligible travelers are allowed one pass each per month up to the birth of the child (or the end of the pregnancy), then one pass after. On parental leaves, an Employee and eligible travelers may use nonrevenue travel privileges. If you are also an Employee dependent, you may continue to travel as a dependent. Nothing prohibits an Employee on leave of absence from using Buddy Passes.

5. When should a Company doctor be used? (Par. C. 2)

At Management's discretion. (SWA incurs expense.) If the Employee attends the doctor's appointment on their scheduled day off, they will receive a minimum of four hours of overtime at the applicable rate.

6. On a return from a medical leave of absence, is it mandatory to take an Employee back if it causes over-staffing? (Par. D)

Yes, the Employee will be allowed to return to his position as outlined in the contract.

7. On a return from a medical leave, does an Employee have to actually write a letter of request in order to return to work? (Par. D)

No, but a written release from a medical physician is required.

LEAVE OF ABSENCE QUICK REFERENCE

TYPE OF LEAVE	LENGTH	AFFECT TO SENIORITY
Personal	Up to 90 days	Vacation, Sick & Pay – Accrued for the duration of the leave Bidding – No effect
Medical	Up to 48 months	Vacation, Sick & Pay – Accrued for 180 days from last day paid. Bidding – No effect
OJI	Up to 48 months	Vacation, Sick, & Pay – Accrued for the duration of the leave Bidding – No effect
Maternity	Up to 6 weeks for natural birth; Up to 8 weeks for Cesarean	Vacation, Sick & Pay – Accrued for duration of leave. Bidding – No effect
Parental	Up to 12 weeks	Vacation, Sick & Pay – Accrued for duration of leave. Bidding – No effect
Military	Up to the limits defined in USERRA	Vacation, Sick & Pay – Accrued for duration of leave in accordance with USERRA. Bidding – No effect

**Note: Personal Leaves - Consult respective Ground Operations and Provisioning Director for approval.*

**Note: Prior to any leave of absence the Employee must turn in his I.D. and arrange for allocation of permitted passes.*

**Note: If leave type changes, the end of coverage will be recalculated in accordance with the leave type.*

8. Does Restricted Duty need to be connected on either side of a medical leave of absence? (Par. E)

Yes, an Agent must be on a medical leave of absence prior to or after their Restricted Duty assignment. Medical documentation must be provided before the Restricted Duty assignment can be approved.

**Note: A medical leave of absence is a minimum of 14 calendar days.*

9. What documentation should the Agent provide the Company in order to determine their eligibility to work Restricted Duty? (Par. E)

The Employee will need to provide the Company with a written notice from a qualified doctor. The note must contain the Employee's injury/illness/pregnancy, physical limitations and the duration to determine what job duties they can perform while on Restricted Duty.

10. Does an Employee need any accumulated protected hours (federal or state) in order to be granted a Contractually provided leave?

No.

ARTICLE 13
SICK AND OCCUPATIONAL INJURY PAY

1. Is an Employee paid sick time if they are out sick more than four (4) consecutive days? (Section One, Par. C)

Yes, we will pay sick time for each day the Employee is out sick, as long as the Employee has the sick time accrued. When the Employee returns to work, they must provide a Doctor's note. If the Employee fails to provide a Doctor's note on the first day back, the sick pay will be taken back, and accordingly, the sick time will be placed back into their sick accruals.

2. If, an injured Employee visits a Company designated OJI clinic for triage and/or evaluation, and their state workers' compensation regulations allow the Employee to choose a treating provider other than the Company designated OJI clinic, contractual language requires the Employee to contact their claims adjustor in order to treat with a medical provider of their choice. If, after the initial visit the Employee is unable to reach the claims adjustor but must seek immediate treatment, where should the Employee visit for immediate treatment?

In this instance, the Employee should visit a hospital emergency room for immediate treatment. This ER visit will not be considered as the Employee selecting a treatment provider and will not affect the Employee's claim compensability status.

3. Can an Employee opt to see a 3rd party neutral physician? (Section Two, Par. D)

When there is a difference of opinion between the Company Designated Physician and the Employee's choice of physician on the Employee's ability to return to work with or without restrictions, the Employee may request an exam by a neutral 3rd party physician. If the Employee requests this 3rd party exam, the Company will provide a list of three (3) neutral physicians for consideration. If none of the physicians submitted by the Company are acceptable, the Union will submit a list of three (3) physicians for consideration. This process will continue until a physician acceptable to both the Company and Union is determined.

4. Can an Employee schedule an aftercare appointment during an overtime assignment? (Section Two, Par. H)

Aftercare appointments only apply during regular shifts or shift trades, not overtime assignments.

**Note: The Employee must notify his Supervisor of all after care appointments at least 24 hours in advance.*

5. Can an Employee work an additional eight (8) weeks of OJI/RTW after having a surgical procedure? (Section Two, Par. I)

The Physician's Statement form (HR-727) contains the rules and procedures governing the On-the-Job Injury/Return to Work (OJI/RTW) program of Southwest Airlines. The Company agrees that if an Employee has worked the full eight (8) weeks of temporary amended duties for an on-the-job injury or compensable workers' compensation claim, and then has a surgical procedure for

that injury or claim, the Company will allow that Employee to work up to an additional eight weeks of OJI/RTW duties following that surgery or medical procedure provided that all criteria on the HR-727 form for OJI/RTW are met and the Employee's work location has OJI/RTW work available.

**ARTICLE 14
VACATION/DAT/FTO DAYS**

1. Does an Employee accrue vacation while on probation? If so, how is accrued time paid when an Employee leaves the Company? (Par. A, B, and G)

An Employee will accrue vacation while on probation and should an Employee voluntarily resign from the Company with at least two weeks' notice, he will receive full payment for vacation hours accrued. An Employee who voluntarily resigns from the Company with less than two weeks' notice will forfeit vacation hours accrued. An Employee who is discharged by the Company shall be paid all accrued vacation hours.

2. On an Employee's first (or last) month of service, must the Employee work the full calendar month in order to accrue a vacation day? (Par. A, and B)

Yes. An Employee will accrue vacation for all completed months of service.

3. How do you calculate the number of block weeks that will be offered for bid after the declaration round? (Par. D)

See example below.

Declaration Round

120 block weeks declared

$$120/52=2.3$$

Rounded to the nearest whole number = 2 vacation slots per week that will be offered

Remainder = .3

$52 \times .3 = 15.6$ rounded up = 16 additional block weeks that will be offered throughout the year

Bid = 2 slots every week, with 16 slots placed in different weeks throughout the year

Extra Weeks

ABQ = Easter, Balloonfest, Thanksgiving, Christmas not operationally feasible to offer extra slots

Rest of year = minimum of 3 slots

Bid = 48 weeks with minimum of 3 slots; 4 weeks with 2 slots

Declaration Round

130 block weeks declared

$$130/52 = 2.5$$

Rounded to the nearest whole number = 3 slots

Remainder = 0

$52 \times 0 = 0$ additional slots

Bid = 3 slots every week

Extra Weeks

Easter, Super Bowl, Thanksgiving, Christmas not operationally feasible to offer extra slots

Bid = 48 weeks with minimum of 4 slots/week; 4 weeks with 3 slots/week

4. What if an Employee's vacation period falls during a period on which the Employee is on an OJI and receiving salary continuation? (Par. E)

If an Employee's scheduled vacation falls during a period in which the Employee is on OJI, the vacation will be adjusted to another time. If the OJI is near the end of the year, preventing an adjustment, the Employee will be paid the accrued vacation, and OJI compensation.

5. How many days (shifts) is the Company required to post monthly as DAT/FTO Days? (Par. F. 3)

The formula for the required posting is outlined in the Contract. After the DAT/FTO day bid, the number of available days (shifts) will remain available for an Employee to request at any time as long as twenty-four (24) hours' notice is given.

6. What is meant by "...on a first come, first serve basis" in reference to awarding DAT/FTO requests submitted with less than twenty-four (24) hours notice?

If a request for a DAT or FTO is submitted from multiple Agents with the same scheduled hours, and Management has determined that a DAT or FTO can be awarded, the Agent who submitted their request first will be awarded the DAT or FTO without regard to seniority.

Examples:

Agent A (junior) is scheduled 0400-1200 on February 25 and submits a DAT request at 1300 on February 24.

Agent B (senior) is scheduled 0400-1200 on February 25 and submits a DAT request at 1330 on February 24.

Once reviewed by Management and they determine they can approve one DAT for February 25 for the start time above, Agent A would have their request approved.

Agent A (junior) is scheduled 0400-1200 on February 25 and submits a DAT request at 1400 on February 24.

Agent B (senior) is scheduled 1300-2130 on February 25 and submits a DAT request at 1430 on February 24.

Once reviewed by Management and they determines they cannot approve a DAT request for 0400-1200, but they can approve a DAT request for 1300-2130, Agent B would have their request approved.

7. May Employees bid more than one DAT/FTO Day at a time? (Par. F)

Yes. During the initial round of the DAT/FTO day bid, an Employee may bid as many days, consecutive or non-consecutive as the Employee wants.

8. When closing the bids, do FTOs take priority over DATs? (Par. F)

No, the award will be based on seniority only, regardless of whether the Agent elects FTO or DAT.

9. Can FTOs be taken on Thanksgiving or Christmas Day? (Par. F)

No, like DATs, FTOs can be taken in November and December with the exception of Thanksgiving and Christmas Day.

10. How are FTOs handled for Employees who transfer outside the scope of the Agreement? (Par. F)

FTOs will be paid out.

11. The adjusted vacation day that falls during a holiday or freeday, when is it added? (Article 22, Par. D)

The only time a day is added is when the actual holiday or freeday falls in the actual vacation period, not the days off prior to and after the vacation time. This policy does not affect days not taken in blocks of five (5). (An Employee can bid any day for his freeday, and if it falls within his vacation period, an adjusted vacation day will be added to the Employee's vacation.)

12. If an Employee is on vacation during a holiday and elects to work, what is his status for that day that everyone is scheduled off?

An Employee on vacation may elect to exercise his seniority to work, but may not be mandatoried to work during a holiday. Per an Arbitrator's decision, it is considered a day off for everyone.

13. How does an Employee bid if there is less than a full week on the calendar for the beginning or at the end of the year during the vacation bid for the following year?

If four (4) or more days are available, it will be bid as a block week and must be adjusted to stay within the calendar year for which the vacation was earned. If less than four (4) days are indicated

on the calendar, they will be available to the DAT day bid only. Vacation protection as outlined in Article Fourteen will only apply to days off in conjunction with the Employee's bid vacation.

14. Can an Employee bid or request a DAT/FTO on their regularly scheduled day off? (Par. F)

No. Employees must bid or request DATs/FTOs on days scheduled to work. However, if an Employee picks up a shift trade on their scheduled day off or scheduled day to work, they can request a DAT/FTO for that shift. DAT/FTO day requests submitted with less than 24 hours' notice shall be awarded at the discretion of management.

15. What is the process for approving/denying DAT/FTO requests after the initial results have been posted? (Par. F)

When a request is submitted for a day that has open slots, that request should be approved as soon as practicable.

When submitting a request, Employees will be informed that if the requested day is full, and they have not received a response, their request will be held until the Company determines whether voluntary overtime coverage can be arranged after the overtime book is closed.

**ARTICLE 16
TEMPORARY EMPLOYEES**

1. Who are considered temporary Employees? (Par. A)

This applies to all covered Employees who are assisting in locations other than their assigned base station. When we open, expand, or add additional help at any location, we all agreed that we needed some guidelines for those Employees.

2. Can Part Time Employees participate in Temporary Assignments? (Par. A)

Yes, when the assignment designates for part-time Employees. However, they will only be scheduled to work part-time hours in the temporary bid location.

3. Who can cancel or end a temporary assignment? (Par. B, and C)

The Company will usually be the one to make that decision based on the needs of the location. An Employee can cancel if the length of time given prior to start of assignment is extended or if a hardship situation occurs.

ARTICLE 18
GENERAL AND MISCELLANEOUS

1. If an Employee wants to use vacation time in conjunction with bereavement, and the Employee has no DAT days available, can they break up a blocked week? (Par. J)

Yes, if they choose to break up their block week the Employee will notify management and identify which days in the vacation week they will not take as vacation days because they were used in conjunction with bereavement. The affected days will need to be covered by the Agent in order to have them off (i.e., shift trades, etc.). If not covered, the Employee is expected to work those days and all attendance rules apply.

ARTICLE 20

GRIEVANCE – SYSTEM BOARD – ARBITRATION DISCHARGE AND DISCIPLINE

1. Is a working day in this Article considered to be Monday through Friday from 8:00 A.M. to 5:00 P.M.? (Section One, Par. E)

Working day in this Article is considered to be any time of day Monday through Friday, excluding Company holidays.

2. Must agreements to extensions of time frames be in writing? (Section One, Par. F)

Yes.

3. Are there exceptions to or automatic extensions of time frames? (Section One, Par. F and Side Letter of Agreement Number One)

Yes. If an Employee makes himself unavailable (other than on his regularly scheduled days off) to work his full shift on his last scheduled workday within the time frames under the fact-finding procedures, the Company may issue the notice/letter to the Employee upon his first full day returned to work.

In cases involving allegations of matters involving harassment, intimidation, threats, Customer complaints, or criminal activity, it is understood that an internal investigation may be required before the Company will become aware of the incident concerning which the fact-finding shall be convened. If such an investigation is required, it will be conducted in an expeditious manner.

4. Does the automatic extension of time frames apply to letters of warning or reprimand, i.e., attendance letters, etc.? (Article 20, Section One, Par. F and H)?

Letters of warning or reprimand not involving loss of pay or discharge shall be issued within five (5) working days from the time the Company has full knowledge of the incident. However, if the Employee makes himself unavailable (other than his regularly scheduled days off) to work his full shift on the last scheduled workday within the time frames, the Company may issue the letter to the Employee upon his first full day returned to work.

5. If an Employee No-Shows for three (3) consecutive days, will he be automatically terminated without the benefit of a fact-finding? (Section One, Par. J)

Yes. The Employee shall be considered unavailable and shall be notified of his termination by certified mail, return receipt requested, to the Employee's last known address on file, with a copy to the Union. The Employee shall be deemed to have received such notice three (3) working days after the notice is sent.

6. Will the Company recognize a group grievance and who will handle it?

Yes. Should the TWU office feel there is a grievance that will affect every location, they will formulate a grievance and it will be handled with the TWU and SWA General Offices. All locations will be notified of the outcome and any settlement.

7. Will Probationary Employees be allowed to process a grievance?

Probationary Employees are not entitled to the grievance process in matters of discipline involving loss of pay or discharge; however, probationary Employees may grieve alleged violations of work rules outlined in the contract.

8. Will Supervisors be excluded from the grievance process?

No. They will continue to talk with the Employee to attempt to reach a settlement.

9. If a System Board deadlocks on the issue of time frames, and TWU requests arbitration, even though the System Board has not heard the merit of the grievance, will the entire case be forwarded to arbitration? (Section One, Par. L. 12)

Yes. One arbitrator will first hear and rule on the time frame issue, and if he finds time frames were not violated, the same arbitrator will then hear and rule upon the substance of the grievance. If this happens, the System Board Step for the merits of the grievance would be, effectively, by-passed.

**ARTICLE TWENTY-TWO
HOLIDAYS/FREEDAYS**

1. Can an Employee bid their Freeday on his or her scheduled day off? (Par. F)

No. Employees must bid their Freeday on days scheduled to work on the shift bid.

2. How is an Employee paid when they take a DAT or FTO/Freeday with a shift that includes SCO (A shift established with a starting time at or after 01:00AM but before 05:00AM e.g. 04:15-12:45)?

An Employee who takes an FTO/Freeday on a day that a portion of the shift is paid as SCO will be paid the same as if they worked the shift. DAT days are paid 8 hours of straight time pay for full time Employees and part time Employees are paid for the number of hours of the shift for the day the DAT is used.

**ARTICLE TWENTY-THREE
ATTENDANCE**

1. Does the Employee have to call in sick every day of an absence? (Par. A. 1)

Yes, the call can be made either the morning of the illness (30 minutes prior to the shift) or it can be made the day before. An Employee can also call-in the day before for either an A.M. or P.M. shift. However, he will not be required to call in each day if he can provide doctor's verification in advance of a specific duration of absence and approved by management.

2. Will an Employee who has No-Showed under the attendance program be allowed to work if he chooses? (Section One, Par. A)

In no event will the Employee be allowed to work his shift. An Employee cannot volunteer or be mandatoried for overtime during the hours of the shift that he No-Showed.

3. What if an Employee who is scheduled two shifts No-Shows? (Section One, Par. A)

The maximum charge for No-Showing shift(s) is 2 points per day.
An Employee can No-Show one shift and call in sick for second shift and will be charged 3 points.
An Employee can No-Show one shift and work a second shift and will be charged 2 points.

4. An Employee calls in an RPA for the day but is scheduled for a double. How many points are assessed? (Section One, Par. B, and Section Two, Par. A)

One (1) point will be assessed. However, the Employee must indicate at the time of the call if they are going to report to work for their second shift. If the Agent states that they will be reporting to the second shift and fails to do so, the Agent will be charged a No-Show for the second shift.

5. Are there going to be any exceptions to the requirement for an Employee to provide the doctor statement for a non-chargeable illness on his first day back? (Section One, Pars. C.1 and D)

No. If the Employee does not provide the doctor statement on the first day back, the Employee will be charged with a Reported Illness. The Employee can have the statement faxed, but the Company must receive the statement on the first day back.

If incorrect information is found, the Employee has one working day (working days do not include Saturday, Sunday, or Company Holidays) to bring in a new note.

**6. No more than one (1) doctor's statement shall be accepted for any Employee during the period from November 1 through and including January 3. (Section One, Par. C)
How do we count doctor's statements that cover any part of this period, November 1 through and including January 3?**

The first day missed from work that is covered by the doctor's statement will be the day in which the doctor's statement will be applied for the purpose of this period.

Examples: If a doctor's statement covers and the Employee missed October 30th through November 3rd and the Employee has one of his four (4) doctor statements available, it will not count toward the November 1 through and including January 3rd period. This would mean that the Employee could still use a doctor's statement during this period if they have one of their four (4) remaining.

If a doctor's statement covers December 31, 2008 through January 4, 2009, and the Employee has a doctor's statement available for 2008 and has not used a previous note during the November 1 through and including January 3 period, then this note would apply. (This note would also count toward the four (4) allowed in 2008 and the Employee would still have four (4) available for 2009) If a doctor's statement covers January 1, 2009 through January 3, 2009, and the Employee has a doctor's statement available for the November 1 through and including January 3 period then this note would apply for this period but would count toward the four (4) doctor statements for 2009, not 2008.

7. When an Employee suffers a relapse and is out three days on the "relapse", will he be charged ½ point for the third consecutive day? (Section One, Par. C)

Relapse does not apply to chargeable occurrences. A relapse on a chargeable illness would be treated as a new and separate chargeable occurrence.

8. If an Employee goes home sick on an overtime assignment after working four (4) or more hours (NCO), does the Employee get charged with an NCO? (Section One, Par. C. 2 and Article 7, Par I. 1)

On voluntary overtime — yes, if requested and available by the Employee.

On mandatory overtime — no.

9. If an Employee leaves work after working four (4) hours or more (NCO), and then calls in sick for the next two days, are they still charged with the NCO? (Section One, Par. C. 2, and Section Two, Par. A)

No, but the Employee does have the option.

10. When an Employee record improves, when would the next disciplinary action (attendance letter) be issued? (Section Two, Par. B) (Effective July 15, 2003)

No letter of any kind is issued at the time of the record improvement. However, the next chargeable occurrence would require the appropriate disciplinary action (attendance letter) to be issued.

Additional accumulation of points would require no other letters to be issued until the Employee's point total reaches the next disciplinary level.

**ARTICLE TWENTY-EIGHT
WAGE RULES**

1. If an Agent is on OJI do they still receive an inconvenience shift premium? (Par. G)

Yes, as long as the Agent remains on the current shift bid. If the bid expires and the Agent remains on OJI leave, they will not continue to receive the inconvenience shift premium. In addition, Agents on FMLA, military, medical, and personal leave for any month in which the Agent does not work the full month will not be paid the inconvenience shift premium.

2. How do you calculate the multiple starting time premiums? (Par. H)

As stated in Article 28, paragraph H, the following is for clarification purposes. You take the earliest start time and count it as one (1). You would add one count for each shift that varied by more than 29 minutes from that earliest start. Do not count the same start time more than once.

Example one:

1400-2230	OFF	OFF	1345-2215	1345-2215	1345-2215	1545-0015
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The above example has two (2) shifts that vary by more than 29 minutes. Therefore, the Agent is eligible to receive \$25.

Example two:

1515-2345	1445-2315	1445-2315	OFF	OFF	1700-0130	1645-0115
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The above example has four (4) shifts that vary by more than 29 minutes. Therefore, the Agent is eligible to receive \$95.

3. Do Relief Agents receive \$235 shift premium plus the multiple start time premiums? (Par. H)

No, however, they are eligible for the \$100 inconvenience shift premium.