BY AND BETWEEN

SOUTHWEST AIRLINES CO.

AND

THE MECHANICS

IN THE SERVICE OF

SOUTHWEST AIRLINES CO.

AS REPRESENTED BY

AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

For the Period

APRIL 1, 2019

to

AUGUST 16, 2024

Preamble

This Agreement is made and entered into in accordance with the provisions of Title 2, of the Railway Labor Act, as amended, by and between Southwest Airlines Co., hereinafter known as the "Company" and the Mechanics in the service of Southwest Airlines Co., as represented by The Aircraft Mechanics Fraternal Association, hereinafter known as the "Union."

<u>Index</u>

		Page No.
ARTICLE 1:	Purpose of Agreement	4
ARTICLE 2:	Scope of Agreement	5
ARTICLE 3:	Status of Agreement	9
ARTICLE 4:	Classifications	12
ARTICLE 5:	Hours of Service	17
ARTICLE 6:	Overtime and Holidays	22
ARTICLE 7:	Training	31
ARTICLE 8:	Field Service	33
ARTICLE 9:	Seniority	38
ARTICLE 10:	Filling of Vacancies	42
ARTICLE 11:	Vacations	48
ARTICLE 12:	Leaves of Absence	51
ARTICLE 13:	Sick Leave and On-The-Job Injuries	53
ARTICLE 14:	Wage Rules – Shift Premiums – Longevity	56
ARTICLE 15:	Wage Rates	59
ARTICLE 16:	Profit Sharing	62
ARTICLE 17:	Safety and Health	64
ARTICLE 18:	Severance Pay	66

<u>Index</u>

		<u>Page No.</u>
ARTICLE 19:	Moving Expenses	68
ARTICLE 20:	Insurance Benefits	70
ARTICLE 21:	Grievance Procedure	74
ARTICLE 22:	Arbitration	78
ARTICLE 23:	No Strike – No Lockout	80
ARTICLE 24:	General and Miscellaneous	81
ARTICLE 25:	Union Representation	87
ARTICLE 26:	Union Security	89
ARTICLE 27:	Saving Clause	95
ARTICLE 28:	Apprentice Aircraft Mechanic Program	96
ARTICLE 29:	Duration of Agreement	103
Letter of Agreement No. 1		104
Letter of Agreement No. 2		108
Letter of Agreement No. 3		110
Letter of Agreement No. 4		112
Appendix A	Maintenance Controllers	120
Appendix B	Technical Instructors	130

PURPOSE OF AGREEMENT

- 1. The purpose of this Agreement is, in the mutual interest of the Company and employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized to be the duty of the Company, the employees, both individually and collectively, and the Union to cooperate fully for the attainment of these purposes.
- 2. 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 Union.
- 3. It is understood, wherever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees. In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees, regardless of sex, color, race, creed, age, national origin, religion, handicapped or veteran status.
- 4. Unless otherwise required by the context, whenever Lead Mechanic/Mechanic is used in this Agreement it will apply to Aircraft Mechanic, GSE Mechanic, Plant Maintenance Mechanic, and Apprentice Mechanic.

SCOPE OF AGREEMENT

- 1. The Company hereby recognizes the Union as the sole collective bargaining agent and authorized representative for those Employees of Southwest Airlines Co., composing the craft or class of mechanics and related Employees as certified by the National Mediation Board in Case No. R-6919 on January 27, 2003.
- 2. This Agreement extends to and covers all Employees covered in Article 4 who normally and regularly spend a majority of their work time in the performance of covered work. All aircraft maintenance work, plant maintenance work and ground equipment maintenance work is recognized as coming within the jurisdiction of the Union and will be performed by Employees subject to this Agreement unless otherwise provided in this Article.
- 3. The Company will not contract out work when such contracting out results, or will result, in a reduction in force for any Employee covered by this Agreement. The parties agree that the Company may (a) continue to contract out work heretofore customarily contracted out, subject to this Article and the parties' subsequent agreements to increase work done inhouse, (b) return equipment parts or assemblies to the manufacturer or to a manufacturer-approved repair station for repair or replacement, (c) contract out any work when the Company's facilities and equipment are not sufficient, or qualified personnel are not available, or where Employees available do not have the experience and ability to perform the work required, and (d) contract out work at any location where such work has not heretofore been performed by unit Employees on a regular basis, or at any location where the Company has not heretofore maintained permanent maintenance facilities or Employees. If the Company has need for contracting out work presently performed by Employees covered by this Agreement, the Company will so notify the Union by written notice on a form agreed on by the parties. The Company will notify the Union of new or additional subcontracting in writing on a form agreed on by the parties.
 - i. If after the effective date of this Agreement, the Union believes the Company is abusing the right to contract out, provided in this Article, it will notify the Company in writing of such belief not later than five (5) days after the receipt of such notification.
 - ii. The Company and the Union will proceed to resolve the issue up to and including the final and binding arbitration decision.
- 4. If mutually agreed between the Company and the Union, when Company facilities are available, in order to increase the opportunity for covered Employees to perform work which

has customarily been contracted out (such as skin lap mods) or work which has not been customarily performed by covered Employees (such as work required by new ADs), such work may be performed by covered Employees, without losing its character as work which has historically been contracted out or work which has not historically been performed by unit Employees on a regular basis under Section 3 above.

- 5. Southwest Airlines Mechanics will continue to perform the existing four (4) Heavy lines that are currently being conducted at Southwest Airlines facilities. Upon reaching a net fleet size of 621 airplanes the Company will add a fourth line of heavy maintenance. In the event aircraft are acquired as result of an acquisition of an airline or entity the Company and AMFA will meet to discuss the impact that such acquisition would have on the implementation of the fourth line of heavy maintenance. The Company and AMFA will also mutually agree on measurements that pertain to quality, span and man-hours that must be met in the existing three Heavy lines to preserve the intent of this Agreement prior to implementing and maintaining the fourth line of heavy maintenance.
- 6. All Y checks, all MSG-3 work, and all work currently designated as intermediate maintenance, including, but not limited to, C Checks, CVs, and HRON, is recognized as coming within the jurisdiction of the Union and will be performed by Employees subject to this Agreement unless otherwise provided in this Article, regardless of whatever designation, name, or interval is applied to such work in the future.
 - a. The Company may schedule, on an event by event basis, any lower level maintenance requirement as part of a Y check visit or any other line of maintenance under the following limited circumstances:
 - 1) A maintenance task, structural inspection, inspection, modification or Airworthiness Directive including a half C may be scheduled into a "Y" check or other line of maintenance if; a) it is due during the maintenance visit; or b) it requires more than ten hours of elapsed aircraft down time to accomplish or complete corrective action. Deferred Maintenance Items may be cleared if the area is accessed or inspected.
 - 2) Any C check item, up to but not including a ½ C Check, or MEL/CDL that is due during or within 15 days of an aircrafts' planned return to service may be scheduled into the "Y" check or other line of maintenance.
- 7. The Company will not, directly or through an affiliate, own or acquire a controlling interest in any new repair station, or in any other entity, except for an air carrier, which repairs or maintains aircraft within the United States, unless Employees covered by this Agreement perform the entity's repair or maintenance work.

- 8. The Company will not, either directly or through an affiliate, sell, lease, or otherwise transfer or dispose of any of its maintenance facilities, in whole or in part, without the Union's written consent. Notwithstanding the above prohibition, the Company may, without the consent of the Union:
 - a. sell, lease or otherwise transfer the above referenced maintenance facilities as part of a sale, lease or transfer within a twelve (12) month period of all, or substantially all, of the Company's assets;
 - b. enter into a joint venture, or other financial arrangement, with a third party for the sole purpose of obtaining financing for capital improvements to the Company's facilities or equipment, provided that,
 - 1) the Company maintains a controlling interest in the entity created by any such joint venture or other financial arrangement, and
 - 2) under the terms of any such joint venture or other financial arrangement, the Employees covered by this Agreement will perform all of the aircraft, plant and ground equipment maintenance work for such entity.
- 9. Work that is customarily performed by Mechanics on the Southwest Airlines Co. System Seniority List within the United States, its territories or possessions will not be moved to an international location without the Union's consent.
- 10. Notwithstanding the Company's ability to contract out work pursuant to Paragraph 3 of this Article 2, when any new aircraft type is ordered, or acquired, by the Company for addition to the Company's fleet, an adequate number of Southwest Mechanics will be trained and will perform the maintenance and repair work on such new fleet types. The training will be conducted in accordance with Article 7 of this Agreement.
- 11. The Company will not engage in blended work without the written consent of the Union's designee. The consent will be based upon the criteria set forth in Article 2 paragraph 3. For purposes of this Agreement, the term "blended work" will mean maintenance and repair work performed by persons other than Employees covered by this Agreement at locations where Southwest maintenance personnel are stationed and on-duty and such work is comprised of tasks customarily performed by Mechanics on the Southwest Airlines Co. System Seniority List.

- 12. If the Union believes that the Company is abusing the foregoing subcontracting exceptions, or is otherwise violating the provisions of this Article, the matter will be grieved and the parties will attempt to resolve their dispute in conference. Failing resolution, at the Union's option, the Company will arbitrate any grievance filed by the Union alleging a violation of this Article on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed-upon arbitrator cannot be selected within ten (10) calendar days of filing, an arbitrator will be selected pursuant to Article 22 of this Agreement. The dispute will be heard no later than forty-five (45) days following submission to the System Board of Adjustment (subject to the availability of the arbitrator) and will be decided no later than thirty (30) days following submission unless the parties otherwise agree in writing.
- 13. Employees covered by this Agreement will be governed by all Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and which have been made available to the Employees prior to becoming effective.
- 14. The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company.

STATUS OF AGREEMENT

- 1. It is expressly understood and agreed that this Agreement supersedes any and all Agreements now existing or previously, executed between the Company and any Union or individual, affecting the craft or class of Employees covered by this, Agreement.
- 2. a. This Agreement will be binding upon any successor, assign, assignee, transferee, administrator, executor, trustee, consolidated or merged corporation, and the Company agrees that it will not sell, merge, or in any, manner transfer its control over operations unless the successor, merging, or acquiring company expressly agrees to be bound by the rates of pay, rules, and working conditions prescribed by this Agreement, and such assumption is included as a material and irrevocable condition of such transaction. In the event the entire company, or a division or department thereof covered by this Agreement, is sold, leased, taken over by sale, lease, merger, acquisition, assignment, receivership, or bankruptcy proceeding, such company or division or department thereof covered by this Agreement will continue to be subject to the rates of pay, rules, and working conditions prescribed by this Agreement until, changed in accordance with the Railway Labor Act.
 - b. The Association will be provided with reasonable advance notice of any transaction described in Section 2a above followed by disclosure of the details of any material agreements related to such transactions in a timely manner, provided that no financial or other confidential business information needs to be disclosed unless suitable arrangements for confidentiality are established.
 - c. The successor, consolidated or merged corporation will staff the operations described in Section 2a above with Employees covered by this Agreement, recognize the Union as their representative pending resolution of any question of representation by the National Mediation Board, and adhere to this Agreement until it is changed in accordance with the requirements of the Railway Labor Act.
 - d. The Company will give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc. who is a party to any transaction described in Section 2a above prior to executing a definitive agreement for any such transaction. Such notice will be in writing and a copy served upon the Union as soon as practicable after execution of a contract of the nature described herein, provided that the Company will not be obligated to violate any confidentiality or nondisclosure obligations under such contract. The Union

- will also be advised of the nature of the transaction under suitable arrangements for protecting the confidentiality and use of such information.
- e. In the event the Company is acquired by or transfers control of its operations to another air carrier, where operational integration is to occur, the Company will require, and the successor air carrier will assure, the fair and equitable integration of the pre-merger Mechanics Seniority List in accordance with Sections 3 and 13 of the Allegheny-Mohawk LPPs.
- f. In the event the Company agrees with any other contractual bargaining unit for any additional protections or benefits with respect to pay; seniority integration; or job security in the event of a transaction described in Section 2.a above, then such additional protections or benefits will also apply to the Employees covered by this Agreement.
- 3. In the event Southwest Airlines Co., after the effective date of this Agreement, establishes a new Part 121 carrier that will not be operationally merged with the Company, it is agreed that all work heretofore recognized as work coming within the jurisdiction of the Union and covered by the Collective Bargaining Agreement between Southwest Airlines Co. and the Aircraft Mechanics Fraternal Association, will continue to come within the jurisdiction of the Union, and a contract will be negotiated between the Union and such new Part 121 carrier.
- 4. In the event Southwest Airlines Co., after the effective date of this Agreement, acquires a controlling interest in an existing Part 121 carrier that is not merged with the Company, it is agreed that the Company or the surviving or acquiring carrier, if different than the Company, will guarantee that it will:
 - a. keep separate the operations of the Company and any other carrier at all times prior to any subsequent merger of operations and the concomitant integration of mechanic collective bargaining agreements and of mechanic seniority lists, whichever is latest; and
 - b. forbear from interchanging or transferring Southwest mechanics or aircraft to the acquired carrier without the Union's consent; and
 - c. assure that the mechanics on the Company's system seniority list prior to the acquisition perform all covered work, in accordance with this Agreement and accepted past practice, with respect to all aircraft on hand at the Company, all aircraft on firm order to the Company, as of the acquisition date (upon delivery), and all aircraft later acquired by the Company; provided that nothing herein will be understood as awarding the Company's mechanics work not covered by, or excepted from the coverage of, this Agreement at the time of the transaction; and provided further that nothing herein will be

construed to prevent fleet reductions which the Company can demonstrate are attributable to economic or other reasons not related to the acquisition, or the retirement of existing aircraft in the normal course of business; and

- d. meet promptly with the Union to negotiate any additional terms and conditions to be in effect as long as the two operations are operated separately.
- 5. In the case of a transaction covered by this Article, representatives of both the Union and the successor, merged or consolidated Company will meet without delay and negotiate for the protection of Employee seniority and other employment rights affected by the transaction.
- 6. The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this Article 3 on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Article 22 of this Agreement. The dispute will be heard no later than thirty (30) days following submission to the system board (subject to availability of the arbitrator) and will be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

CLASSIFICATIONS

The recognized classifications of work will be as herein defined:

1. LEAD INSPECTORS

- a. A Lead Inspector will be an Inspector who is charged with the responsibility of leading, directing, instructing, and on-the-job training of Inspectors, and may accept work when previously rejected by any Inspector. The work of a Lead Inspector will consist of the overall inspection of aircraft (including power plant) in connection with major repairs and/or overhaul. The work of a Lead Inspector will include major and intermediate checks, the inspection of materials, parts and sub-assemblies, but will not necessarily include the inspection of materials, parts and sub-assemblies required of an Aircraft Maintenance Technician to accomplish his own work.
- b. Lead Inspectors must be capable of performing the duties described above in connection with the inspection work assigned and must hold such valid licenses as are required by Federal Law to fulfill their duties as Inspectors.
- c. Whenever three (3) or more Inspectors are on duty on the same shift within a bid location, one will be a Lead Inspector and no Lead Inspector will be required to lead and direct the work of a group totaling more than eleven (11) other on duty Inspectors.

2. INSPECTORS

- a. The work of an Inspector will consist of the overall inspection of aircraft (including power plant) in connection with major repairs and/or overhaul. The work of an Inspector will include major and intermediate checks, the inspection of materials, parts and subassemblies, but will not necessarily include the inspection of materials, parts and subassemblies required of an Aircraft Maintenance Technician to accomplish his own work.
- b. Inspectors must be capable of performing the duties described above in connection with the inspection work assigned and must hold such valid licenses as are required by

Federal Law to fulfill their duties as Inspectors. Inspectors will not be required at line stations or on field trips unless inspection work is determined necessary by the Company.

3. LEAD AIRCRAFT TECHNICIAN

- a. A Lead Aircraft Technician will be a Technician who, as a working member of a group, is charged with the responsibility of leading, directing, instructing, on-the-job training and approving the work of his assigned group. Lead Aircraft Technicians may be required to sign for their own work and the work of others in their group, provided, however, that such signing will not relieve any other member of his group of license requirements and legal responsibility for the work he has performed or from being required to complete and/or sign appropriate Company work records. Lead Aircraft Technicians must be capable of performing the duties described above in connection with the work assigned, and must hold valid Federal licenses as required by Federal Law for their assignment.
- b. Whenever three (3) or more Aircraft Maintenance Technicians are on duty on the same shift within a bid location, one will be a Lead Aircraft Technician and no Lead Aircraft Technician will be required to lead and direct the work of a group totaling more than eleven (11) other on duty Aircraft Maintenance Technicians.

4. AIRCRAFT MAINTENANCE TECHNICIAN

The work of the Aircraft Maintenance Technician will include all work generally recognized as Aircraft Maintenance Technician's work performed by the Company in its airline operations in and about Company shops, Maintenance Bases and Maintenance Stations, including but not limited to checks, dismantling, overhauling, repairing, fabricating, assembling, welding, erecting and painting all parts of aircraft, aircraft engines, radio equipment, instruments, electrical systems, heating systems, hydraulic systems and machine tool work in connection therewith. Aircraft Maintenance Technicians must hold valid Federal licenses as required by Federal Law for their assignment.

5. LEAD TECHNICIAN - PLANT MAINTENANCE

- a. A Lead Technician in Plant Maintenance will be a Technician who as a working member of a group, is charged with the responsibility of leading, directing, instructing on the job training, and approving the work of his assigned group. He will provide and procure materials, tooling, and equipment as necessary for his group to perform their assigned duties. Plant Maintenance Lead Technicians must be capable of performing the duties described above in connection with the work assigned.
- b. It is understood that whenever three (3) or more Plant Maintenance Technicians are on duty on the same shift, one (1) will be a Lead and no Lead will be required to lead and direct the work of a group totaling more than eleven (11) other on duty Technicians.

6. TECHNICIAN – PLANT MAINTENANCE

The work of a Plant Maintenance Technician will include the maintaining, dismantling, altering, repairing, and erecting of buildings, hangars, ground offices, office equipment in and about the maintenance facility, field equipment, aircraft related equipment and all work generally performed by plumbers, painters, sheet-metal workers, electricians, carpenters, machinists, and welders, masons and heating and air conditioning Company systems and all electrical and control circuits pertaining to all of the plant, building and facility installations. At stations where no Plant Maintenance Technicians are assigned, Aircraft Maintenance Technicians may be assigned their duties if qualified.

7. LEAD TECHNICIAN - GROUND SUPPORT EQUIPMENT

a. A Lead Technician in Ground Support Equipment will be a Technician who as a working member of a group is charged with the responsibility of leading, directing, instructing onthe job training and approving the work of his assigned group. Ground Support Equipment Lead Technicians must be capable of performing the duties described above in connection with the work assigned. b. It is understood that whenever three (3) or more Ground Support Equipment Technicians are on duty on the same shift, one (1) will be a Lead and no Lead will be required to lead and direct the work of a group totaling more than eleven (11) other on duty Technicians.

8. TECHNICIAN – GROUND SUPPORT EQUIPMENT

The work of a Ground Support Equipment Technician will include mechanical maintenance work performed in dismantling, repairing, fabricating, welding, altering, painting and maintaining automotive and ramp equipment and components thereof. At stations where Ground Support Equipment Technicians are not assigned, Aircraft Maintenance Technicians may be assigned their duties if qualified.

9. APPRENTICE LEAD TECHNICIAN

The work of the Apprentice Lead Technician will include providing on the job training for the assigned apprentices, daily task reports, and monthly progress reports. The Apprentice Lead Technician will be required to work closely with the Apprentice Training Supervisor and the Apprentices ensuring training requirements for the specific areas are met. The responsibilities include but are not limited to:

- a. Coordinating work with the other Lead Technicians / Supervisors for accomplishment of specific training requirements as outlined in the Apprentice Technician and Training Lead Guide.
- b. Responsible for leading, instructing, mentoring, and observation of work being accomplished by assigned Apprentices.
- c. Completion of daily task reports, OJT records, and progress reports.
- d. Observe, advise, guide, and lead Apprentices and enlist the expertise of other Technicians.

10. TECHNICIAN – AIRCRAFT TECHNICAL SUPPORT

The work of an Aircraft Technical Support Technician will primarily, but not exclusively, consist of the following: specialized troubleshooting/diagnosis of aircraft discrepancies, assisting other Aircraft Maintenance Technicians, Lead Technicians, and Maintenance Controllers with specialized repairs or problem repairs, writing technical repair plans as necessary, entering data in the Computerized data Collection system CCDCS), researching technical data in the computerized manuals or any other manufacturer's data sources, interfacing with customer support personnel from vendors and manufacturers, and the preparation of reports pertaining to technical support activities. In addition, the work of an Aircraft Technical Support Technician will consist of all work of Aircraft Maintenance Technicians. Should the Company amend the job duties of an Aircraft Technical Support Technician, and such amendment provides for job duties not typically performed by such positions in the industry, the change in duties must be first agreed by the Union. The Field Tech Supervisor, through coordination with the Maintenance shift Supervisor, will determine the priority of the work to be or that is being performed by Aircraft Technical Support Technicians.

11. No Employee will be required to work in lower classifications unless Employees in the lower classification have been asked to perform the work in question, but are unable to do so in a timely manner or the work necessary to be performed is required to maintain the schedule. No Employee will have his rate of pay reduced while working in the lower classification. (See also Article 14, Paragraph 9.)

HOURS OF SERVICE

1. Five Day Week

- a. Eight (8) consecutive hours, inclusive of a meal period of not to exceed thirty (30) minutes for the graveyard shift, and exclusive of a meal period not to exceed thirty (30) minutes for all other shifts, will constitute a standard work day.
- b. Forty (40) hours, consisting of five (5) consecutive eight-hour days, worked within seven (7) consecutive days, will constitute a standard work week.

2. Four Day Week

- a. Ten (10) consecutive hours, inclusive of a meal period of not to exceed thirty (30) minutes for the graveyard shift, and exclusive of a meal period not to exceed thirty (30) minutes for all other shifts, will constitute a standard work day.
- b. Forty (40) hours, consisting of four (4) consecutive ten hour days, worked within seven (7) consecutive days, will constitute a standard work week.
- 3. The work week will commence at 12:01 Monday a.m. of each week and end at 12:00 midnight Sunday of each week.
- 4. All employees will be granted a rest period during the first half of their shift and a rest period during the second half of their shift without loss of time, for the purpose of relaxation, smoking, etc. The rest periods for an eight (8) hour shift will be of ten (10) minutes' duration. For a ten (10) hour shift, they will be of fifteen (15) minutes' duration.
- 5. The regular starting and stopping time for work shifts will be scheduled and posted and will not be changed without one week's notice. When the Company temporarily changes an employee from his regularly assigned shift to a shift being established on a temporary basis, forty-eight (48) hours' notice will be given. If an employee is given less than forty-eight (48) hours' notice he will be paid time and one-half (1-1/2) his regular straight time hourly rate for the first four (4) hours of his new assignment.
 - a. The starting times for regular shifts at maintenance facilities existing at the date of this Agreement will be as follows:

- 1. The day shift will start no earlier than 5:00 a.m. and no later than 8:30 a.m.
- 2. The afternoon shift will start no earlier than 1:00 p.m. and no later than 4:00 p.m.
- 3. The graveyard shift will start no earlier than 8:00 p.m. and no later than 11:00 p.m.
- 4. Should other shift start times be needed by the Company outside the hours outlined above parties will meet and discuss.
- b. In recognizing that the Company may in the future operate maintenance facilities outside the existing Dallas Base and Phoenix and Houston stations, it is our intent to agree to negotiate starting times and local work rules at each facility at the time of opening.
- 6. The Company will endeavor to maintain the four (4) day week for employees on B/C check crews wherever phased B/C checks are performed. It is further agreed that at Line RON locations where ten (10) hour shifts are currently available, such ten (10) hour shifts will continue to be available, unless mutually agreed between the Company and the Union.
 - Notwithstanding the provisions of Article 6, on a voluntary basis, by mutual agreement between the Company and the Employee, "C" Check Employees regularly scheduled to work can arrive up to two (2) hours prior to their scheduled start time in order to assist in any type of early "C" Check tasks. Such Employee, at his option, can end his shift up to two (2) hours prior to the regular stopping time without penalty or receive the applicable overtime rate for all hours worked in excess of ten (10) hours. If the Company requires additional Employees to assist in early tasks due to an insufficient number of volunteers, Article 6 will apply to all callouts made by the Company.
- 7. No employee will be called to work or required to report to work for a regular work shift of less than eight (8) hours work. Any employee called to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, will receive a minimum of four (4) hours pay at the regular hourly rate.
- 8. All employees will have an uninterrupted thirty (30) minute meal period regularly scheduled between the ending of the third hour and the beginning of the sixth hour after reporting to work for an eight (8) hour shift and between the ending of the fourth hour and the beginning of the seventh hour after reporting to work for a ten (10) hour shift. Employees who because of the requirements of the service are required to start their lunch period more than thirty (30) minutes in advance of or thirty (30) minutes after the starting time of their regularly scheduled lunch period will be allowed a reasonable time to eat as close to their regular

- lunch period as possible and paid for same at the straight time or applicable overtime rate in addition to their regular compensation, or if interrupted, paid at the applicable overtime rate.
- 9. When an employee has his hours of work temporarily changed and thereafter is returned to his regular assignment and his hours of work on his regular assignment is such that he will not have eight (8) hours rest after his last preceding work, his supervisor will direct him when to next report for work which will give him an eight (8) hour rest period and in the event that such rest period extends into the employee's regular work shift he will be paid at straight time rates for that time lost from his regular work shift which would provide him with the rest period of eight (8) hours. If the employee is not provided with the rest period as described above, he will receive his applicable overtime rate of pay until such time as he is relieved for said rest period. The provisions of this paragraph will not apply to recall work.
- 10. a. The working hours at each maintenance facility will be established by the Company and will be posted on a bulletin board at all times. The working hours for any shift will not be changed indiscriminately.
 - b. The hours of service and days off of vacant shifts or new shifts will be bid locally by a station bulletin for a period of seven (7) calendar days. Vacancies will be awarded first within the local station in the classification involved. Any remaining vacancies will be filled in accordance with the provisions of Article 10.
 - c. Employees may bid on a vacant/new shift and any other shift that might become available as a result of the awarding of a vacant/new shift (trickle-down). The Employee will indicate on their original bid, in order of preference, any other shifts they desire. Therefore, when the Company awards the successful bidders on the original vacancy, it will simultaneously award successful bidders on any other secondary vacancies that occur.
- 11. Employees whose permanent shifts are changed by greater than two (2) hours due to work schedule/day off changes will be permitted to exercise their seniority for shift selection within their classification.
 - a. In the case of a realignment, hours of service and days off of new shifts will be bid locally by a station bulletin for a period of seven (7) calendar days. Vacancies will be awarded within the local station in the classification involved by seniority.
 - b. The Company has the right to realign maintenance stations during the annual rebid with no change in station headcount or change in individual classifications headcount.

- 12. Effective each January 1, employees covered by this Agreement will assume newly bid shifts and days off within their classification according to their category seniority to any bid location at their station.
 - a. On or before October 15 of each year, the Company will provide a complete list of Shifts/Days Off within each Classification and Station. This list will be posted in each primary work area for at least fourteen (14) days before the annual re-bid begins.
 - b. At the same time the above described list is posted, a Station Seniority List will be posted. The list will have a date and time adjacent to each name indicating when each person will bid.
 - c. During the first seven (7) days after the list of Shifts/Days Off is posted for the annual bid, a Lead Mechanic, Lead Inspector, or Inspector desiring to return to his basic classification for the annual bid must submit notice that he will do so. Provisions of Article 10, Paragraph 13c must be completed before the annual rebid procedure begins in order for those persons to exercise their Seniority in their new Classification.
 - d. The Company will provide a telephone number expressly for the re-bid which will be manned twenty-four (24) hours per day.
 - e. Each person will be allotted a fifteen (15) minute period in which to bid for available Shifts/Days Off within their Classification and Station; the bid may be completed either in person or by telephone. Anyone who cannot appear in person or make the telephone call can submit their bid on a form provided by the Company and turn it in no later than 07:00 a.m. on the day prior to the day on which they are required to bid. (Example: The person is due to bid at 3:00 p.m. Wednesday; the bid may be turned in no later than 7:00 a.m. Tuesday, or the person may appear in person or call in at 3:00 p.m. on Wednesday.)
 - f. Anyone failing to complete the procedure as described will be bypassed. Anyone who has been bypassed, but later appears in person or calls to bid, may bid only after the person in whose authorized time period they appear or call. Annual re-bid will be completed and posted by November 15, unless an extension of time is mutually agreed to by the Company and the Union.
- 13. No overtime will be paid as a result of an employee changing his days off or shift by rebidding. However, if any arbitrary assignment is made by the Company in his shifts and/or days off, the applicable overtime rule will apply.

- 14. If the bid process is automated, Employees will follow reasonable procedures, which will be established by mutual agreement between the Company and the Union.
- 15. The following will be recognized as bid locations by station or shift for the purpose of this Agreement.
 - 1. Line Service
 - 2. B/C Check
 - 3. Shop/Line Relief*
 - 4. Ground Equipment
 - 5. Ground Equipment Shops
 - 6. Plant Maintenance
 - 7. Structures
 - 8. Structure Support
 - 9. Line R.O.N.
 - 10. Hangar R.O.N.
 - 11. Composite Shop

- 12. Sheet Metal Shop
- 13. Engine Shop
- 14. APU Shop
- 15. Slide Shop
- 16. Receiving Inspection
- 17. Shop Inspection
- 18. B/C Check Inspection
- 19. Engine Shop Inspection
- 20. Line/Hangar R.O.N.Inspection
- 21. Structures Inspection
- * When reassigning a Mechanic in. the Shop/Line Relief bid location from the Shop to the Line, or returning from the Line to the Shop, selection will occur in the following order:
 - a. Volunteers, in seniority order, from among Mechanics working in their bid location on their regular shift;
 - b. Volunteers, in seniority order, from among Mechanics working in the bid location on day/shift trades or overtime;
 - c. When insufficient volunteers are available, by reverse seniority order from among all Mechanics on duty in the bid location, including those on their regular shift, day/shift trades, or overtime.

Any newly created bid locations other than those listed above will be adhered to under the terms of this Agreement.

Any station or shift may have any or all of the listed bid locations, depending on the size and needs of the station.

OVERTIME AND HOLIDAYS

- 1. For pay purposes, the twenty-four (24) hour period starts with the beginning of an Employees regular posted shift. Overtime rates will be computed on an actual minute basis adjusted to the nearest tenth of an hour, with a minimum of one hour overtime. (Example: An Employee who works 6 minutes of overtime will be paid for one hour; an Employee who works one hour and 6 minutes will be paid for 1.1 hours.)
- 2. Employees on an eight (8) hour day will be paid an hourly rate of time and one-half for:
 - a. All work performed either prior to or after regularly scheduled hours.
 - b. The first eight (8) hours worked on one of the two regularly scheduled days off.
- 3. Employees on a ten (10) hour day will be paid an hourly rate of time and one-half for:
 - a. All work performed either prior to or after regularly scheduled hours
 - b. The first ten (10) hours worked on any one of the three (3) regularly scheduled days off.
- 4. Employee on an eight (8) hour day will be paid an hourly rate of double time for:
 - a. All hours in excess of the first eight (8) hours worked on one of the two regularly scheduled days off each work week.
 - b. For all time worked on the second regularly scheduled day off in a work week, if two hours or more of the first day off was also worked.
 - c. For all time worked in excess of twelve (12) consecutive hours, regardless of the starting time of such work.
- 5. Employees on a ten (10) hour day will be paid an hourly rate of double time for:
 - a. All hours in excess of ten (10) hours worked during the first one of the three (3) regularly scheduled days off each work week.

- b. For all time worked on the second regularly scheduled day off in a work week, if two hours or more of the first day off was also worked, and for all hours worked on the third regularly scheduled work day off if any portion of the first or second day off was also worked.
- c. For all time worked in excess of twelve (12) consecutive hours, regardless of the starting time of such work.
- 6. Any Employee recalled to work on a regularly scheduled work day or required to report to work on his regularly scheduled day off will be paid a minimum of four (4) hours pay at the applicable rate, except that an Employee called in early in conjunction with this regular shift for the purpose of traveling to another station to perform work will be paid at the applicable overtime rate for all time spent at his station in preparation for travel with a minimum of one (1) hour.
- 7. Whenever possible, Employees on a shift will be given a minimum of two (2) hours' notice and Employees not on shift will be given a minimum of eight (8) hours' notice of overtime. If given less than two (2) hours' notice for Employees on shift or eight (8) hours' notice for Employees not on shift, no charge will be made against an Employee on the overtime list for refusing the overtime. It is specifically understood that no notice will be necessary whenever an emergency condition exists. The following procedure will be followed in administering the overtime list:
 - a. On December 30 of each year, all Employees will be reduced to zero overtime hours and the category seniority list will prevail in establishing a new overtime call sheet. The new zeroed list will be used on December 31 for the January 1 callout and on January 1 for the January 2 callout.
 - b. For the purpose of distribution of overtime, there will be three (3) general Employee classifications:

Aircraft Technicians
Ground Equipment Technicians
Plant Maintenance Technicians

c. An overtime hour for the purposes of this Agreement will be defined as an hour of overtime times the applicable rate of pay for the work performed (i.e., an hour worked at time and a half will be 1:30 and an hour worked at double time will be 2:00).

- d. Overtime offered and refused will be charged at the one and one-half applicable overtime rate.
- e. Probationary Employees will not be eligible to work overtime unless the overtime call-out list has been exhausted. New Employees completing probation or Employees transferring to a new or existing station will be averaged into the overtime list. (Total number overtime hours of all Employees in each general classification divided by total number of Employees within each general classification.)
- f. An overtime call sheet, where applicable, will be initialed by the person calling for the overtime. A copy will be retained by the Company and a copy will be made available to the Union for each Employee review.
- g. Overtime not to exceed four (4) hours may be performed by those Employees on the shift and on the clock. Those Employees performing the work will be paid a minimum of one (1) hour pay at the applicable rate. When overtime as described in this paragraph is needed, the lowest overtime Employee on duty will be asked (not subject to overtime call-out system (OTCS) procedures), except that when it is anticipated that completion of a job is not expected to exceed one (1) hour, the Employee or Employees performing the job may be asked to complete the job.
- h. If requested and approved by the Company, Employees in a Lead classification may report up to one (1) hour early in conjunction with their regular shift for the purpose of preparing job assignments for the crew and will be paid a minimum of one (1) hour pay at the applicable rate of pay. If the request is for only one (1) Lead to report early, overtime hours will be awarded based on lowest overtime hours worked from the Lead Employees regularly scheduled to work.
- i. There will be no requirement by the Company or Union to balance the overtime hours between Employees provided Employees are asked for overtime per the overtime list.
- j. If the overtime occurs downline, such overtime will be governed by Article 8, Paragraph 8 and will not be subject to the four (4) hour limit in (g) above.
- k. When an Employee goes on paid rest, overtime hours worked up to that time may be added to his accumulated hours. (To be implemented uniformly when the Company can administratively support it.)
- I. Overtime hours worked or refused will be computed each day as of the start of the day shift, and the updated list will be posted in the overtime call-out system (OTCS).

- m. Employees temporarily assigned to another station will be averaged into that station's overtime list. When such Employee returns to his permanent station, the overtime hours worked on temporary assignment will be added to the overtime list at his permanent station.
- n. An Employee may work overtime (other than his regular shift) on a vacation day, floating holiday, or the day of a shift/day trade (but not on a sick day, and will be paid at regular overtime rates (not holiday rates). In such a situation, vacation or floating holiday hours paid will not count as hours worked for purposes of the applicable overtime rate calculation.
- 8. No overtime will be worked except by direction of the proper supervisory personnel for the Company, except in the case of an emergency when prior authority cannot be obtained. The Company and the Union recognize that in certain circumstances it is necessary that overtime be worked.
 - a. It is hereby agreed that when it becomes necessary for an overtime callout the overtime call-out system (OTCS) will be utilized for the purpose of applying this overtime article. When an Employee signs up in the overtime call-out system (OTCS), this constitutes his agreement to work overtime on the day for which he signed. The deadline for Employees to sign up for overtime will be 3:00 p.m. local time at each station, each day, for overtime to be worked the following day. Employees who desire to cancel requested overtime after the 3:00 p.m. closing of the overtime call-out list must contact their Supervisor to cancel their request.
 - b. The overtime call-out system will have an "auto accept" feature that expires at 9:00 p.m. local time the day prior to the overtime to be worked. All overtime requirements arising after 9:00p.m. local time will be treated as same day call-outs.
 - c. Employees who sign-up for overtime utilizing the OTCS website may select their shift preferences by indicating: "Any", to sign-up for all three (3) shifts; "No more than 2", which will indicate two (2) shifts; or "No more than 1", which will indicate one (1) shift.
 - d. The OTCS sign-up screen for each Southwest Airlines maintenance station that has Inspectors will include a block for Inspection overtime.
 - e. The OTCS sign-up screen will also include a block for sheet metal work. Employees who check the sheet metal block are indicating their willingness to perform sheet metal

- work. Employees who check the sheet metal block will be selected first for sheet metal overtime call-outs except in Dallas where there is a structures crew.
- f. In making an overtime callout, the Company or its designee will contact the Employee in the overtime call-out system (OTCS) that can cover the full shift and that has the least amount of overtime first, next least, second, etc. If there is no one in the overtime call-out system (OTCS) that can cover the full shift then the assignment will be made to the Employee in the overtime call-out system (OTCS) who has the least overtime first, next least, second, etc., provided such Employee can cover at least half the shift. If sufficient amount of overtime is not obtained by the use of the overtime call-out system (OTCS), the Company may solicit volunteers or start in reverse order of category seniority within the general classification and require the Employee to work the overtime. In making an overtime call-out, the Company will start at the top of the call-out list for each new overtime requirement on any given day.
- g. In paragraph f. above, in determining whether an Employee can cover a full shift only an overlap of two (2) hours or less will be ignored.
- h. No Employee will be forced to work scheduled overtime for more than twelve (12) hours for an eight (8) hour shift or fourteen (14) hours for a ten (10) hour shift in a twenty four (24) hour period.
- i. The overtime call-out system (OTCS) will be made available to the Union and all Employees covered by the Agreement both the complete and condensed versions of the overtime reports, including, but not limited to, the Employee sign-up, the Employee's personal total overtime record, the call-out list, the call history log, the overtime acceptance list, the overtime hours report and the requested overtime report.
- j. Any future change or modification to the overtime call-out system (OTCS) procedures will be established by mutual agreement in writing between the Company and the Union.
- 9. When an Employee, as a result of bidding, changes his days off, no overtime will be paid as a result of such change.
- 10. For continuous service before regular working hours Employee will not be required to work more than three (3) hours without being allowed a thirty (30) minute meal period. For continuous service after regular working hours Employees will not be required to work more than two (2) hours without being allowed a thirty (30) minute meal period. Employees required to work through such meals will receive an additional thirty (30) minutes pay.

- 11. a. Employees who work sixteen (16) consecutive hours (excluding any shift/day trades) or more must be given a rest period of at least eight (8) hours before being required to report to work again if requested by the Employee. In the event that this rest period extends into a regular work shift, (excluding any overtime or shift/day trade work shift) the Employee will be paid for such time lost at his regular straight time rate.
 - b. In the event an Employee's paid rest period would result in his returning for two (2) hours or less of his regular work shift, the Employee may elect not to return, and to take off the remainder of the regular work shift without pay as an approved absence.
 - c. If an Employee is entitled to paid rest under a. above, and the Company requests and the Employee agrees to forego the paid rest, such Employee will remain at the applicable overtime rate until he is relieved for at least eight (8) hours rest.
 - d. An Employee whose shift ends after working twenty (20) consecutive hours but not greater than twenty-four (24) consecutive hours (including any shift/day trades) will be given a mandatory rest period of at least eight (8) hours before being allowed to report to work again. In the event that this rest period extends into a scheduled work shift after at least twenty (20) consecutive hours the Employee will be paid for such time lost at his regular straight time rate. Shift/Day trades must be approved twenty-four (24) hours prior to the start of the rest period to qualify for paid rest.
 - e. Employees which have been on shift and on the clock for twenty-four (24) consecutive hours or more will not be subject to any mandatory overtime selection process.
 - f. When an Employee receives at least an eight hour rest period, such Employee's twenty-four (24) hour clock will be reset for pay purposes in determining applicable rate of pay.
- 12. Temporary supervisors will not work overtime on work covered by this Agreement until they return under the Agreement at the straight time rate upon commencement of their regularly scheduled shift/bid location, at which time they go back on the overtime list in the same position before the temporary supervisor assignment.
- 13. The following holidays will be observed: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day and Employee's Birthday.
 - a. Two additional floating holidays will be recognized.

- b. All recognized holidays, except for an Employee's birthday, will be that day generally recognized as the holiday. By a majority vote of Employees on any crew in a bid location, the holiday may be changed to another day within seven (7) days of the generally recognized holiday. The Employees will notify the Company of such change within 48 hours after the posting of the notice of time off prescribed in Article 6, Section 16a. In such a situation, all holiday scheduling and premium pay provisions will apply on the chosen holiday rather than the generally recognized holiday.
- c. The holiday celebrating the Employee's birthday will be the day of his birthday, if it is a regularly scheduled work day, or the first scheduled work day following his birthday, if such birthday is on a regular day off.
- d. Upon at least five (5) days prior written application, and with the approval of the Company, an Employee may be allowed to take the birthday holiday within the month in which the birthday occurs.
- e. All Employees will receive a Holiday Bonus (straight time) in an amount equal to their regular compensation rate, including premiums, and differentials, if applicable.
- f. An Employee will not work on a holiday unless required to do so by the Company. If the Company requires an Employee to work on a holiday, he will be paid time and one-half (1½) according to his regular compensation rate, including premiums and differentials if applicable, in addition to his Holiday Bonus. (See Section 14.c for traded holidays.)
- g. For all overtime hours worked on a holiday (except a floating holiday) in excess of the Employee's regular straight time shift, the Employee will be paid triple time according to his regular compensation rate, including premiums and differentials, if applicable. If a holiday falls during an Employee's vacation, he will have his vacation extended by one (1) day. The Employee may elect to take such holiday on the last work day preceding or the first work day following such vacation.
- h. Should any of the foregoing holidays fall on the Employee's first day off, the preceding day will be observed as a holiday and should any of the foregoing holidays fall on the Employees second or third day off as applicable, the following day will be observed as the holiday.
- i. If the Employee is absent from work without excuse on the scheduled work day immediately preceding or the scheduled work day immediately subsequent to the holiday, he will forfeit all rights to the Holiday Bonus for such holiday. An Employee

- scheduled and required to work on a holiday, who does not report for work will not receive any Holiday Bonus or pay for that day.
- 14. The floating holidays listed in 13(a) will be credited to each Employee's account on January 1st of each year and must be taken during that calendar year.
 - a. Requests for floating holidays to be taken during the following year may be submitted no later than December 20 of the preceding year. Such requests will be granted in seniority order. Requests for floating holidays requested after December 20 require adequate notice and will be granted on a first come, first served basis among Employees on the shift in that bid location unless there is more than one request for the same day in which case the award will be made on the basis of seniority at the end of the shift on the day of the request. At least one such Employee per shift in each bid location will be allowed a floating holiday on each day of the year.
 - b. Floating holidays may be taken as vacation time provided they are bid as vacation days at the time the Employee bids his vacation. Floating holidays not taken as vacation time will be taken as provided in 14(a).
 - c. If an Employee chooses to trade a generally recognized holiday (or, if applicable, the holiday chosen by the crew under Section 13.b) for a floating holiday, the Holiday Bonus (straight time) will be paid on the floating holiday. In such a situation, however, all holiday scheduling and premium pay provisions will apply on the generally recognized holiday (or, if applicable, the holiday chosen by the crew under Section 13.b), and not on the floating holiday.
- 15. a. No later than December 7 of the preceding year an Employee may elect to designate any or all of the fixed holidays set forth above as additional floating holidays, in lieu of such fixed holidays. If an Employee designates additional floating holidays in lieu of fixed holidays, the selection of such floating holidays will be made as provided in subsection 14. A floating holiday may be used on a fixed holiday which has been traded for a floating holiday by the Employee.
 - b. If an Employee has traded a fixed holiday for a floating holiday and such Employee's bid location is not required to work on the fixed holiday, such Employee will be given the day off without pay.
- 16. The Company will make every reasonable effort to avoid requiring Employees to work on a holiday to the extent that such holiday does not interfere with the service which the Company believes is required.

- a. Notice of time off for holiday observance will be posted at least seven (7) days prior to the scheduled holiday.
- b. In the bid location/shift where reduced manpower is acceptable to the Company operations, volunteers to work will be solicited from that bid location/shift, including Employees who have traded the holiday.
- c. If an insufficient number of volunteers are obtained the Company will require workers to work by reverse order of seniority. (From that Bid Location/Shift)
- d. If there is an excess of volunteers, low hours of overtime will be used to determine which volunteers will work. (From that Bid Location/Shift)

TRAINING

- 1. Time spent by any Employee covered by this Agreement attending training classes scheduled by the Company before, during or after his regular shift will be deemed as time spent at his regular work for all purposes and will be compensated for at regular straight time rates, or at the applicable overtime rate if conducted other than during an Employee's straight time shift.
- 2. The Company will make every reasonable effort to schedule Employees to attend the training classes during regular work hours. Where possible, such scheduling changes will accommodate the personal needs of the Employee with no additional cost to the Company.
- 3. An Employee required by the Company to attend training classes on the Employee's day or days off will be paid for the day or days at the overtime rate. It is expressly understood and agreed, however, that an Employee's shift and/or days off may be temporarily rescheduled to allow attendance at training classes of several days duration, provided the temporarily rescheduled shift and days off meet the requirements of Article 5, and provided the Employee is given seven (7) days' notice of such shift and days off change.
- 4. Training classes will be filled by the following process: The Company will provide a bulletin board and training signup book at each work location. The bulletin board will list all available classes for a quarterly period. Each class will have a separate signup sheet with the date the class signup period will close. Selections will be made in order of seniority from people who have not attended the course from the selected bid/shift locations. Written notification of training will occur at least two weeks prior to the start of the class. The Company will also post the attendees of a course when the notification is confirmed. This process does not apply to mandatory training.
- 5. When an Employee covered by this Agreement receives a special assignment to attend training classes pertaining to his work, or to fulfill other special assignments, he will receive compensation for all time spent in traveling or waiting, at the applicable rate not to exceed time and one-half (1½).
- 6. The Company agrees to provide all covered Employees with one week of annual training, (Excluding MX Controllers and Technical Instructors) including classroom, self-study, and on the job training, during the term of this Agreement.

7.	Hotel accommodations will be in accordance (excluding incidentals) covered by the Company provided by the Company.			

FIELD SERVICE

- 1. When Employees covered by this Agreement engage in emergency field services away from their base or station to restore Company airplanes or equipment to service, they will be paid for such work on the same basis as at their base or station, with a minimum of eight (8) or ten (10) hours, whichever is applicable, at straight time rate for each twenty-four (24) hour period. For pay purposes the twenty-four (24) hour period starts with the beginning of the Employee's last regular shift. International field service will be defined as any location outside of the forty-eight (48) contiguous United States.
- 2. a. All time in excess of eight (8) or ten (10) hours, whichever is applicable, in any one day spent in working, traveling or waiting in connection with emergency field services as defined in Paragraph 1 above will be paid at applicable overtime rate of pay.
 - b. If such field service is interrupted for any reason and the Employee is released by an agent of the Company for a period of eight (8) consecutive hours or more, he will not be paid for the time released but in no event will any Employee receive less than eight (8) or ten (10) hours, whichever is applicable pay at straight time rate for any twenty-four (24) hour period while away from his base or station.
 - c. At ETOPS launch stations within the contiguous forty-eight 48 states, the Company will use Southwest Technicians to perform ETOPS pre-departure checks. At ETOPS launch stations outside the contiguous forty-eight 48 states, the Company may utilize on-call providers to perform ETOPS pre-departure checks.
 - d. The Company will dispatch Southwest Technicians for international emergency field service trips on those occasions where there is a required inspection (RII) or where Maintenance Control determines safety and efficiency requires use of Southwest Technicians to return the aircraft to service.
 - e. It is understood the Company may schedule an Employee to take his regular days off without compensation except for the reasonable and actual expenses provided for in this Article.
 - f. An Employee who has performed twenty-four (24) or more consecutive hours of work may be returned to his home base or released for an eight (8) hour rest period with compensation at the straight time rate of pay.

- 3. Employees required to work after traveling in connection with emergency field service will be paid at the overtime rate applicable for all hours worked in excess of eight (8) or ten (10) hours, whichever is applicable, including travel, waiting, and working time for the day in question.
- 4. Upon completion of such emergency field work an Employee will return to his base or station in accordance with the orders received at the time he left his base or station or in accordance with the orders he receives from the person to whom he was ordered to report in the field, and will be compensated for the return trip in accordance with the provisions of Paragraphs 2 and 3 above.
- 5. Where transportation, laundry, meals and lodging are not provided by the Company, reasonable and actual expenses will be allowed, including reasonable and actual expenses for meals. Upon application an Employee will be given an advance by the Company to cover his expenses while away from his base station. Within five (5) days after returning to his home station or at the close of each week in the event the Employee is away for a period longer than one (1) week, the Employee will submit an expense account in accordance with the Company regulations, and if the Employee has returned to his base or station, it will be accompanied by the balance of any expense money advanced but not accounted for on the expense account.
 - a. All expenses incurred by the Employee of \$20. or more while on a field trip on behalf of the Company, will be reimbursed by the Company as soon as possible but not later than three (3) working days of the general office following the Company receipt of the expense form.
 - b. In lieu of passport and meal reimbursement, all international field service will include an additional daily allowance of \$2.85 per hour measured from base domestic station to international location and back to base domestic station.
- 6. Employees who are temporarily transferred from their base or station to fill temporary vacancies will be paid in accordance with Paragraphs 2 and 3 of this Article for the time necessary to travel in connection with such temporary transfer, and they will receive reasonable and actual expenses for transportation, laundry, meals and lodging in accordance with Paragraph 5 of this Article.
- 7. When emergency field work cannot be performed by only one Employee, due to heavy lifting requirements, safety, or other factors which require more than one Employee to accomplish the emergency work, then the Company will dispatch the Employees necessary to accomplish the field service. It is further understood that no Employee will be dispatched

for field services to a station where no other person is available to render assistance in the event of an emergency. If it is known that a field trip will involve an overnight stay, at least two Southwest Mechanics will be sent.

- 8. Notwithstanding Article 8 paragraph 7, a minimum of two (2) Aircraft Mechanics will be dispatched for emergency field service work where SWA Aircraft Mechanics are not available to adequately support the requirement. If the maintenance performed is a known RII requirement, an authorized Inspector will be dispatched, in addition to the field service Mechanics, to perform buy back duties; priority will be given first to General, second to Alternate, and third to One time RII. For unanticipated RII field service requirements where only one aircraft mechanic is required to perform the maintenance task, the second Aircraft Mechanic may be upgraded to perform the inspection provided under no circumstances either Mechanic will be requested/required to inspect his own work.
- 9. Field service records will be maintained in seniority order at each bid location separate and apart from overtime records. Selection will be from the shift on duty with cut off time as starting time of the oncoming shift. If the assignment is refused, the next Employee in line will be contacted, etc., until the required personnel are attained in accordance with subsection c. below.
 - a. Any and all overtime hours obtained from the field trips will be transferred from the applicable Employees time card upon his return by the appropriate supervisor and added to his accrued overtime hours as defined in Article 6, Paragraph 7c.
 - b. Employees declining a specific field trip will not be eligible for a different field trip until all other normal offers have been completed.
 - c. Employees which have been on shift and on the clock for sixteen (16) consecutive hours or more will not be eligible for any field service trip and will not be subject to any mandatory selection process. If forced to mandatory out of seniority order, and time permitting, an alternate bid location/city will be chosen for the field service event.
 - d. Maintenance Control will notify the Line Maintenance Supervisor and/or Quality Control Supervisor (if applicable) of a requirement for field service. The Supervisor at the selected bid location and shift will:
 - i) Select the personnel on the selected shift in accordance with the field trip list;
 - ii) If there are insufficient volunteers, and time permitting, an alternate bid location/city may be chosen;

- iii) If there are insufficient volunteers from the original or the alternate bid location/city, volunteers may be selected from Employees who may be working overtime or a shift/day trade in either selected location in accordance with their seniority;
- iv) If there are insufficient volunteers, Mechanics will be selected in reverse order of seniority from the originally selected bid location (including those on a shift/day trade and overtime). Only lack of qualifications by admission of the selected individual or being on the hardship list will disqualify that individual from the field trip.
- e. The field trip list, maintained in the maintenance supervisor's office, will be in three (3) groups:

Shift One	Day Hours	To
Shift Two	Day Hours	To
Shift Three	Day Hours	To

Names will be entered by category seniority as to assigned shift, along with any special authorization held, such as engine run, taxi, RII, etc. These authorizations many times determine the qualifications necessary for selection of a specific trip.

In case of extenuating circumstances (mutually agreed upon by the Company and the Union) an Employee may have his/her name added to or removed from the eligible field trip list on an individual basis due to hardship. Such determination will be made annually or with a change of shift or bid location.

As personnel are sent or refuse a field trip, their names go to the bottom of their list to start over again. Personnel not having specific qualifications for certain field trips do not go to the bottom of the list. Names passed over because of lack of qualifications remain in the same position on the list until selected or he refuses a trip.

f. It will be the responsibility of each individual to keep their names on the current shift list when they change shifts through the bid procedure. When an individual changes shift through the bid procedure, he will go to the bottom of the applicable list. On January 1 of each year, the list will be zeroed out and commenced again in order of seniority.

- 10. Field service trip list procedures will be used in making out of town assignments for bid locations, such as Line RON and ground service that require out of town travel as a part of their regular duties.
- 11. If three (3) or more Mechanics are assigned to a field trip, the senior person desiring the lead position will be assigned as lead.
- 12. Any air transportation provided by the Company for field service will be by multiengine aircraft with two pilots.

SENIORITY

- 1. Company seniority will be defined as an Employee's continuous length of service with the Company and will govern vacation preference where applicable and length of vacation, if any.
- 2. For all other purposes, seniority will be defined as the length of service for which an Employee receives credit in the category listed below and will accrue from the date of entering such category:

<u>Mechanical Category</u> - will include Employees in the classification of Maintenance Controller, Inspector, Technical Training Instructor, Aircraft Technical Support Technician, Aircraft Maintenance Technician, Ground Support Equipment Technician, Plant Maintenance Technician, and Lead Technician and Lead Inspector where applicable.

- 3. Except as provided in Article 10, category seniority and reasonable qualifications will govern bidding for vacancies or new jobs, force reduction, restoration of force, promotions, demotions, transfers and realignment of shifts. Successful bidders will retain and continue to accrue seniority in the category from which advanced.
- 4. In a reduction of force, Employees having the least seniority in the classification, facility and bid location directly affected by reduction 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 by another group of Employees within the Company, or other circumstances over which the Company has no control. An Employee affected by a reduction of force may exercise his seniority as provided in the following paragraph to displace another Employee in the same category provided his seniority is sufficient and provided he is qualified to perform the job.

The Employee directly affected by reduction of force may exercise the following options, in the following order, provided his seniority in the pertinent category is greater than that of the displaced Employee:

a. To displace any Employee with less seniority in his own facility in his own classification whom he is qualified to displace.

- b. To displace any Employee with less seniority in any other facility in his own classification whom he is qualified to displace.
- c. To displace any Employee with less seniority in his own facility in any other classification in his category whom he is qualified to displace.
- d. To displace any Employee with less seniority in any other facility in any other classification in his category whom he is qualified to displace.
- e. An Employee may request and be granted a furlough instead of exercising any of the above options.
- f. An Employee who has been displaced from his station, and exercises his seniority to another station at the time of displacement will have a one-time first recall right back to the station and classification from which he was displaced for a two (2) year period. If more than one (1) Employee has a first recall right, positions will be awarded by category seniority among the displaced Employees.

An Employee entitled to exercise option (b) under this paragraph may instead choose to exercise option (c) If an Employee is able to displace an Employee within his category in his facility but instead elects to displace an Employee in another facility, the Employees' move will be treated as a voluntary transfer and the Company will not pay moving expenses.

- 5. In the restoration of force, Employees will be reemployed in the order of seniority within their category.
 - a. An Employee placed on furlough must accept any vacancy within their classification occurring at the Employee's recall station. It is the responsibility of the Employee to notify the Company of any contact information change.
 - b. Any station from which an Employee has been displaced will qualify as a recall station. The Employee must select one recall station and notify the Company of his desired selection.

- c. For the purpose of recall from furlough a vacancy will be defined as any position left unfilled after the provisions of Articles 5 and 10 are exhausted.
- d. A furloughed Employee may bid on any posted vacancy and such bid will be awarded pursuant to Articles 5 and 10 of this Agreement. An Employee on furlough who fails to accept recall will lose his seniority and will be considered to have resigned from the Company.
- 6. Employees will continue to accrue seniority while on furlough for a period not to exceed five (5) years.
- 7. Except as otherwise provided in the Agreement, new Employees hired after the ratification date of this Agreement will be regarded as probationary Employees for the first one hundred eighty (180) days of their employment and there will be no responsibility on the part of the Company for the reemployment of probationary Employees if they are discharged or laid off during this period. If retained in the service after the probationary period, the names of such Employees will then be placed on the seniority list for their category in order of the date of their original hiring. On the last day of each month the Company will furnish the Aircraft Mechanics Fraternal Association with a list of new hires, including date of hire, classification and assignment and a list of Employees terminated (other than probationary Employees), giving date of termination, classification, assignment and reason for termination.
- 8. Seniority lists by category showing the names, classifications, system seniority date in the category, date of hire, station and department name will be prepared by the Company with respect to those groups of Employees covered by this Agreement. Seniority lists will be furnished to the Aircraft Mechanics Fraternal Association and will be posted in each shop, hangar or facility during January of each year and will be revised each six (6) months. Such lists will be subject to correction upon protest for a period of thirty (30) days. If no complaint is made within thirty (30) days after being posted, the list as published will be assumed to be correct and no changes will be made except under extraordinary circumstances. In preparing the seniority lists, when it is impossible to determine the proper order by date of entering the classification or by length of service with the Company, then the names will be listed in alphabetical order by surnames.

- 9. Employees will lose their seniority status and their names will be removed from the seniority lists under the following conditions:
 - a. He quits or resigns.
 - b. He is discharged for just cause.
 - c. He is absent from work without giving the Company a satisfactory reason therefore.
 - d. He does not inform the Company in writing of his intention to return to service within nine (9) days of receipt of notice offering to reemploy him.
 - e. He does not return to the service on or before a date specified in the notice from the Company after a furlough, which date should not be prior to fifteen (15) days after the Employee receives such notice; provided such notice was sent by a service that provides delivery confirmation (return receipt requested) to the Employee at the last address filed by him with the Company. A copy of this notice will also be sent to his Airline Representative.
 - f. An Employee who is furloughed and who is not recalled to service with the Company within ten (10) years from date of furlough.
- 10. When it becomes necessary to reduce the working force, a list of those to be laid off will be furnished to the Aircraft Mechanics Fraternal Association (See Article 18).
- 11. Employees promoted to a permanent Supervisory position will stop accruing seniority in the categories from which they have advanced. Thereafter, they will retain accrued seniority. If an Employee thereafter voluntarily returns to the category from which he advanced, no other Employee covered by this Agreement will be furloughed. A Supervisor furloughed from his Supervisory position may not use his category seniority to displace any other Employee at the time of furlough. The furloughed Supervisor's name will be placed on the recall list for any category in which he holds seniority. If an Employee is terminated while in a Supervisory position, such Supervisor will have no rights under this Agreement.
- 12. Employees will continue to accrue seniority while serving as a Union representative under the Aviation Safety Action Program (ASAP).

FILLING OF VACANCIES

- 1. Permanent vacancies are new positions or vacancies created as a result of an Employee transferring or permanently leaving the bargaining unit.
- 2. If a permanent vacancy in a classification occurs and the Company does not abolish the position within fourteen (14) days the vacancy will be bulletined in all Maintenance locations within fourteen (14) days after the permanent vacancy occurs. Such bulletins will state the classification of the job, minimum qualifications necessary, bid location and closing date for application. All vacant positions (no successful bids) will be posted at least once a month, or anytime an additional vacancy occurs. Vacant positions can only be filled under the provisions of Articles 5 and 10.
- 3. All other vacancies other than those described in Paragraph 1 above will be considered as temporary vacancies, including but not limited to, vacancies occurring as a result of an Employee:
 - a. Accepting a volunteer position
 - b. Taking a leave of absence
 - c. Being out sick or injured on the job
 - d. In the event of a vacancy set forth in Paragraph 13 of this article.
- 4. Temporary vacancies of more than thirty (30) days in the Lead classifications, Technician classifications, or the Aircraft Technical Support Technician classification will be bid locally by a station bulletin for a period of seven (7) calendar days. Vacancies will be awarded within the local station in the classification involved pursuant to Article 5, Paragraph 10. When the Employee whose absence created the temporary vacancy returns to work, all affected Employees will return to their former position, shift and days off.
- 5. Temporary vacancies of less than thirty (30) days need not be filled. If the Company chooses to fill a temporary vacancy of less than thirty (30) days such vacancy will be bulletined for five

- (5) days at the affected station and will be awarded to the senior qualified bidder, or if there is no qualified bidder the Company may assign using reverse order of seniority.
- 6. Temporary vacancies in Lead Classifications not filled in accordance with paragraph 4 will be filled by seniority preference of the qualified people on duty in that work group on a daily basis regardless of the length of the temporary vacancy based on the ratio outlined in Article 4. Lead Technicians or Lead Inspectors working out of their classification in that work group will be utilized first. (e.g. a Lead Technician or Lead Inspector on day/shift trade or overtime working as a Technician.)
- 7. Temporary vacancies in Aircraft Technical Support Technician, jobs not filled in accordance with paragraph 4 will be filled by seniority preference of the qualified people on duty in that work group on a daily basis if deemed necessary by the Company, regardless of the length of the temporary vacancy. Aircraft Technical Support Technicians working out of their classification in that work group will be utilized first. (e.g. Aircraft Technical Support Technician on day/shift trade or overtime working as a Technician.)
- 8. Temporary vacancies of thirty (30) days or less for Inspectors will be filled on a daily basis by seniority preference with a General Inspector working out of his classification in that work group first; if there are none, then the overtime callout procedures will be utilized for General/Alternate Inspectors. If there is still a vacancy, the Alternate Inspector on duty in that work group will be utilized by seniority preference. The Company will have discretion to fill or not fill temporary vacancies of thirty (30) days or less in the Inspector Classification only when such temporary vacancies result from Sick Leave, OJI, Leave of Absence, Bereavement Leave, Training, Jury Duty, Union Business and Shift/Day Trades.
 - a. Temporary vacancies of more than thirty (30) days in the Inspector classification will be filled within the station and classification utilizing the posting and bid procedures described in Article 5, Paragraph 10, with no Article 10 bid for a temporary Inspector vacancy. The unfilled position remaining will be filled pursuant to Article 10, Paragraph 8 above. When the Employee whose absence created the temporary vacancy returns to work, all affected Employees in the Inspector classification will return to their former positions, shifts and days off.

- 9. An Employee awarded a permanent vacancy in a bid location will assume the vacant shift in that bid location upon arrival at such new bid location. Where two (2) or more Employees enter a new bid location at the same time, category seniority will prevail as to which of the vacant shifts such new Employees are entitled, provided that if neither Employee has seniority in the category involved, seniority with the Company will prevail.
- 10. A non-probationary Employee may bid on any bulletined vacancy, created as a result of a new or vacant position. A probationary Employee may bid on any bulletined vacancy created as a result of a new or vacant position in his/her Station/Base.
 - a. A Ground Support Equipment or Plant Maintenance Technician may not bid back as an Aircraft Technician except on a posted permanent vacancy.
- 11. An Employee bidding for more than one (1) vacancy will indicate the order of preference on each bid, and if he is the senior bidder for more than one (1) vacancy, he will have the opportunity to qualify only for the job ranked highest in his preference. Reference Article 5, Paragraph 10 (c) (trickle-down).
- 12. After applying the provisions of Article 5, Paragraph 10 (b), except as noted below, in filling bulletined jobs, assignment will be made to the senior qualified Employee who bids for the job. Notification to the successful bidder will be made within seven (7) days after the closing date. If the job is not filled through the bid procedures the Company reserves the right to hire a new Employee for the position. Note: A Lead Inspector vacancy will be bid and filled from within the Inspector classification at the facility affected. If the vacancy is not filled through the procedure provided in the preceding sentence, then it will be filled as otherwise provided in this Article.
- 13. A successful bidder of a bulletined job covered by this Agreement will hold the job to which he is assigned for a fair and reasonable period of time not to exceed ninety (90) days (consecutive) on a trial basis in order to demonstrate his ability to perform the work required for the job. If the Employee fails to demonstrate the ability to perform the work required for the job, he will return to his previous assignment. If it is found that the job is not as represented in the bulletin, he may return to his previous assignment. He will not, in case of failure to demonstrate ability, for a period of six (6) months after said failure, be permitted to

bid a vacancy in the same or higher classification in the same type of work he was unable to demonstrate ability.

- a. Within thirty (30) days if an Employee has been awarded a bid job he will be placed on said job unless an extension of time is mutually agreed to by the Union and the Company. If the bid job involves a promotion, the rate of pay and seniority will start immediately upon award, if the job involves an existing vacancy. If the job involves an anticipated vacancy the posting will state an award date. In such case the award and pay will start on the stated award date.
- b. For bidding purposes, a successful bidder of a bulletined job covered by this Agreement will be considered to hold the job from the award date of the bid, not the effective date of the bid.
- 14. If a Lead Technician, Lead Inspector, or Inspector desires to return to his basic classification, the following provisions will apply:
 - a. Within his station and without a permanent vacancy occurring, such Employee will be allowed to do so provided the vacancy created by his return is filled through the bid process within his station. If the vacancy is not filled through the bid process, he will not be permitted to return to his basic classification. A contingent vacancy bid will be held to determine if any qualified Employee in the same station bids the position. The remaining Lead Technicians, Lead Inspectors or Inspectors in that station will re-bid shifts and days off and the replacement Lead Technicians, Lead Inspectors, or Inspectors will assume whatever shifts and days off remain. A re-bid of shifts and days off will be held within the Employee's basic classification and station, and the Employee returning to his basic classification will be assigned to the shift and days off remaining open following the rebid. The effective date of the replacement and the return to the basic classification will be on the same date as the newly bid shifts take effect.
 - b. Within his station and with a permanent vacancy existing in his basic classification not filled through Article 5 and 10 bid, such Employee will be permitted to return to his basic classification upon written notice to the Company. The contents of the letter will contain the date of return and the position desired. The vacancy created from this process will then be posted and awarded per the provisions of Articles 5 and 10.

- c. For the purpose of the annual bid as referenced in Article 5 paragraph 12 (c), all permanent or contingent vacancy bids will be awarded prior to the start of the annual bid process as outlined in Article 5. The effective date for all awarded positions will be January 1st of the following year. Employees awarded a position in another classification on a permanent or contingency bid will remain in their current bid position/classification until December 31.
- 15. Permanent vacancies in the Aircraft Technical Support Technician classification will be filled as outlined below.
 - a. Vacancies will be bulletined on SWALife for a minimum of seven (7) days.
 - b. Successful Bidders of a bulletined vacancy will be assessed and tested by a committee consisting of the following:
 - 1. Two covered employees appointed by AMFA currently working as an Aircraft Technical Support Technician.
 - 2. Two Departmental Leaders.
 - c. Eligible candidates will be subject to a technical assessment to include any combination of oral, practical, or written testing to be mutually agreed upon and administered by a team of Management and Union representatives and to include a scoring protocol with a pre-defined minimum score to be determined eligible.
 - d. Eligible candidates that obtain the minimum pre-defined score will be considered qualified Employees for the purpose of this article. The award will be made to the senior qualified Employee who bid for the position.
 - e. Qualifications will be valid for a period of one (1) year.
 - f. If the vacancy is not filled through the procedure outlined above the Company may choose to hire a new Employee for the position.
 - g. A successful bidder of an Aircraft Technical Support Technician position will hold the job to which he is assigned for a fair and reasonable period of time not to exceed one hundred eighty (180) days (consecutive) on a trial basis in order to demonstrate his ability

- to perform the work required for the job. If the Employee fails to demonstrate the ability to perform the work required for the job, he will return to his previous assignment. If the Employee's prior assignment is no longer available the Company will create a new position on the same shift and with the same days off to mirror the previous assignment.
- 16. At each field location (i.e., location(s) where one or more Field Tech Supervisors are staffed without a permanent Technical Support Technician), the Lead Technician will assign one (1) Aircraft Maintenance Technician per night to assist the Field Tech Supervisor.
 - a. The Aircraft Maintenance Technician assigned by the Lead Technician to assist the Field Tech Supervisor will be paid at the Technical Support Technician rate of pay (AMT thereafter rate plus 6%).
 - b. In the event the Company establishes permanent Technical Support Technician positions the selection process in paragraph 15 of this Article will be used.

VACATIONS

1. 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, with a maximum of eighty (80) hours:

Months of service as of January 1

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

- 2. All Employees will receive two (2) weeks' vacation beginning in the year following their first (1st) anniversary with the Company. All Employees will receive three (3) weeks' vacation beginning in the year following their fifth (5th) anniversary with the Company. All Employees will receive four (4) weeks' vacation beginning in the year following their tenth (10th) anniversary with the Company, and five (5) weeks' vacation beginning the year following their eighteenth (18th) anniversary with the Company.
- 3. Once vacation schedules are established, they will not be changed except by two (2) weeks written request to the Company and not then if it is in conflict with the vacation policy. Prior to the beginning of each month, if an available vacation slot of one (1) week or more in that month becomes vacant, Employees in that bid location will be allowed to request to change their vacation date to the vacant slot. Award of the vacant vacation slot will be on the basis of seniority among those Employees with sufficient vacation time remaining.

- 4. An employee may carry over one (1) week (40 hours) of unused vacation into the succeeding year (maximum vacation carryover at any time is one week). Vacation time, with the exception of the one (1) week carry over set forth herein, is not cumulative but must be taken during the calendar year. If not taken by the end of that year due to a Company request that the Employee defer his vacation, and the Employee agrees the Employee will be entitled to said deferred vacation during the succeeding calendar year or to pay in lieu of same at the option of the Employee. If taken during the succeeding calendar year, the vacation period will be bid after all current year bids have been assigned. At the Employee's option, up to eighty (80) hours of vacation not to be taken in the calendar year will be paid to the Employee, provided the Employee has been on paid status for a majority of the calendar year in which the vacation is paid, and for a majority of the previous calendar year (in which it was earned). The Employee may elect to have such days paid on the twentieth (20th) of the month by giving the Company notice thereof no earlier than the first (1st) of the month and no later than 7:00 a.m. on the fifteenth (15th) of the month, and such paid days will be removed from the Employee's vacation bank.
- 5. Employees leaving the service of the Company for any reason will be paid for all unused vacation accrued if the Employee has one (1) year of continuous service with the Company. If an Employee is being laid off because of a reduction in force and he has not had the one (1) year of service required to qualify under the provisions of this paragraph, he will be paid for all vacation time accrued. Employees going on a scheduled vacation will not be denied their earned vacation pay if they do not return to the service of the Company. Proper vacation allowance will be paid to any Employee leaving the service of the Company because of reduction in force, resignation, or for military service. In the case of a death of an Employee, the amount of vacation due will be paid to their beneficiary. Employees who are discharged for just cause will not receive pay for accrued vacation.
- 6. Vacation schedules will be arranged by the Company to provide vacations for Employees. At least one (1) Employee may be permitted to take a vacation at any given time in any bid location; however, the Company will allow as many Employees as possible to take a vacation at any given time to assure that all accrued vacation time can be taken.
- 7. Annual vacation bids will begin on November 16 and end by December 15. An Employee may, at his option, split his vacation periods. Any or all vacation weeks may be taken in increments of no less than one (1) day provided he makes request with adequate notice prior

to starting vacation. The selection of increments less than one (1) work week does not count as a choice. The Employee after making a choice of this first (1st) period, will not make a second (2nd) choice until all first (1st) choices in his bid location have been completed and then in accordance with seniority. Third (3rd) choices of vacation period will not be allowed until all first (1st) and second (2nd) choices have been made. Selections in increments of less than one (1) work week may be made after all choices have been made.

- 8. Employees will have the right to obtain their vacation pay in advance, provided the Employee makes application to his immediate Supervisor at least two (2) weeks prior to starting his vacation. An Employee transferring at his own request into a different bid location will not disrupt assigned vacation periods. Where no conflict exists, an Employee will be allowed his previously assigned vacation period. Where there is a conflict the Employee will select another vacation period.
- 9. In case of an emergency situation, by mutual agreement between the Company and the Employee, an Employee may borrow up to eighty (80) hours of vacation which would be taken in the following calendar year. In the event such Employee leaves the service of the Company before he becomes entitled to receive such vacation, the amount of such vacation pay will be deducted from his last paycheck (or offset against the amount he would otherwise receive under Paragraph 5, above, as appropriate).
- 10. If the annual vacation bids are automated, Employees will bid for vacation in accordance with reasonable procedures, which will be established by mutual agreement between the Company and the Union.
- 11. If at any point during the duration of this Agreement, should another bargaining group obtain a more favorable vacation carry forward bank than what is set forth in this Agreement, the Company agrees to meet with AMFA to discuss the terms and conditions of implementing the more favorable vacation carry forward bank for Employees covered under this Agreement.

LEAVES OF ABSENCE

- 1. Where a justifiable reason exists and when the requirements of the service will permit, any Employee hereunder will, upon proper written application and approval of the Vice President of Maintenance Operations or his designee, be granted a Leave of Absence in writing for a period up to thirty (30) days, unless for sickness or injury. Leaves greater than thirty (30) days for reasons other than sickness or injury, may be approved on a case by case basis. Under such leaves, the Employee will retain and continue to accrue seniority and the Union will be notified of all leaves granted. Such leave or leaves may be extended for additional periods not to exceed thirty (30) days each when approved by the Company, in writing, and seniority will accrue during such extension. It is the responsibility of each Employee on an approved Leave of Absence to notify the Company of any contact information changes (e.g., phone number, mailing address, email address).
- 2. Any Employee hereunder on Leave of Absence engaging in gainful employment without prior written permission from the Company will forfeit his position on the seniority list.
- 3. Employees hereunder will, upon returning from an authorized Leave of Absence be returned to the job assignment held at the station when the leave was granted. If the job no longer exists, the Employee may exercise his seniority.
- 4. Military Leave Leave of absence will be granted to Employees who engage in military service. Such employee will retain and continue to accrue seniority for pay and all benefit purposes. Duration of the leave and re-employment rights will be handled in accordance with applicable federal law.
- 5. An Employee who accepts a full time position with the Union will continue to accrue seniority until he returns to his original position. For Union positions, the Union must notify the Company whether or not the position is a temporary or a full time position, prior to the filling of such position.
 - a. An Employee may accept a temporary position with the Union for a period up to three (3) months. The Employee will be permitted to return to his original position upon release from such temporary assignment. Time under this paragraph will be extended if requested by the Union and agreed to by the Company up to a maximum of a six (6) month period.

b. The Union will provide notice as soon as practicable when an Employee accepts a position with the Union. The Union will provide the Company with forty-five (45) days' notice, where possible, for Employees accepting full time union positions.

SICK LEAVE AND ON-THE-JOB INJURIES

- 1. Employees will not be eligible for sick leave benefits during the first six (6) months of continuous service; however, sick leave credit will accrue during that period.
- 2. Sick leave allowance will accrue at the rate of eight (8) hours for each month of continuous service and may accumulate to a maximum at any one time of two thousand (2,000) hours. Upon termination of employment, accrued sick leave will not be paid. However, upon retirement at age sixty-one and one-half (61½) and after minimum of ten (10) years of service with the Company, sick leave may be traded for continued medical coverage as provided in Article 20, at the rate of one (1) month's coverage for each twelve (12) hours of sick leave accrued or until age sixty-five (65), whichever occurs first. An Employee who retired at age sixty (60) with a minimum of twelve (12) years of service with the Company may trade accrued sick leave for continued medical coverage to the age of sixty-five (65) at the rate of one (1) month's coverage for each twelve (12) hours of sick leave accrued. If such Employee dies before age sixty-five (65), his spouse and/or dependent may continue coverage for up to five (5) years, or the date the normal coverage would have ceased, whichever is shorter, provided there are sufficient hours remaining in the sick leave accrual.
- 3. Sick leave pay will be at the Employee's current straight time rate.
- 4. When it is necessary for an Employee who has completed six (6) months of continuous service to be absent from work because of a non-occupational illness or injury, he may be granted sick leave with pay for such absence to the extent that he has sick leave allowance accrued, provided such illness or injury is not self-inflicted.
- 5. If an Employee reports for work and becomes ill to the extent that he is unable to finish his day's work, the Employee will report to the Supervisor on duty before leaving. The Employee may request sick leave allowance for the remaining portion of pay for that day.
- 6. After a sickness, the number of hours paid will be charged against the allowance, and eight (8) hours for each month of continuous service will accrue to the Employee until such time as the accumulation again reaches two thousand (2,000) hours.

- 7. The Company and the Union recognize that accrued sick leave is available for absences due to legitimate personal injury or personal illness. Sick leave is not to be used for any reason other than personal injury or personal illness. If the Company records indicate an Employee is abusing his sick leave, the Company reserves the right to require a physician's certificate or an examination by a Company designated physician to confirm any claim for sick leave pay. Any Company requested examination will be paid for by the Company.
- 8. It is the responsibility of any Employee absent from work because of sickness to report immediately such absence and the reason therefore to his immediate Supervisor, and to notify the Company promptly of any change which affects his return to work in order to qualify for sick leave benefits.
- 9. Sick leave allowance will accrue during each calendar month for which an Employee is paid for at least ninety (90) hours during the month.
- 10. Sick leave ordinarily will not be charged to the Employee injured on the job, except as outlined in Paragraph 15 below.
- 11. The Company will make up no less than the difference between that which is paid the Employee by Workers' Compensation and what the Employee would have made (after tax withholding) 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.
- 12. The Company may require the injured Employee to submit to a medical 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 medical examination as outlined above or if the Employee is found fit to return to work. If a dispute should arise between the Company's physician and the Employee's physician concerning the medical capability of an Employee to return to work after an On-The-Job Injury Leave or sick leave, a third physician, which the Employee's physician and the Company's physician will agree on, will be consulted and his decision will be determinative. The expense of the third physician will be paid for by the Company.

- 13. Transitional Duty for Occupational Injury The Company may offer Transitional Duty to Employees who experience an occupational injury and are released to restricted duty. Transitional Duty will last a maximum of eight (8) weeks. Employees on Transitional Duty will be allowed to work days in eight (8) hour increments or greater up to their scheduled shift, subject to their restrictions and will have the option to perform their duties on their scheduled shift. Employees on Transitional Duty will not be eligible for overtime or shift/day trades. The Company will consult with the treating physician in regards to transitional work available for occupational injuries and will ensure that the treating physician has released the Employee to perform the work assigned.
 - a. An Employee's refusal of Transitional Duty will result in the loss of salary continuation and, to the extent permitted by law, loss of his/her indemnity benefits.
 - b. If a dispute should arise between the Company's physician and the Employee's physician concerning the physical capability of an Employee to return to work on transitional duty after an On-The-Job Injury Leave or sick leave, a third physician will be selected with costs borne equally by the Employee and the Company. The Employee will be required to perform transitional duty until such time as the third party physician renders his decision. If the decision favors the Employee, the Employee will be reimbursed his cost of the third party physician.
- 14. Upon return from an On-The-Job Injury Leave, an Employee, when able, will return to his former position, if still available and if not, may exercise his seniority. It is the responsibility of each Employee on an approved Leave of Absence to notify the Company of any contact information changes (e.g., phone number, mailing address, email address).
- 15. In any event, payments for On-The-Job Injury Leave will be terminated at the end of fifteen (15) calendar weeks. If the Employee is still unfit for work at the end of such fifteen (15) calendar weeks, he may use any accumulated sick leave and/or vacation time. Employees will continue to receive health care benefits (medical, dental, prescription, etc.) during the period of such salary continuation, plus the continuous period equivalent to any accumulated sick leave and vacation (whether taken or not), plus one hundred twenty (120) calendar days. At the end of such period of coverage, health care benefits may be continued under COBRA.

WAGE RULES – SHIFT PREMIUMS – LONGEVITY

- The hourly rates set forth in Article 15 will prevail, except that the Company may recognize
 prior experience when hiring and place an Employee in the progression scale at a rate
 above the minimum, but not to exceed the most recently hired Employee in the affected
 classification.
- 2. Employees will be paid on the fifth (5th) and twentieth (20th) of each month for the preceding pay period. There will be two pay periods each month: (1) 1st 15th and (2) 16th final day of each month.
- 3. Should the regular payday fall on Saturday or a holiday, Employees will be paid on the preceding day. Should the regular payday fall on Sunday, Employees will be paid on the following Monday, unless such Monday is a holiday, in which case Employees will be paid on the preceding Friday. If a regular payday falls on a Monday which is a Company-recognized holiday, Employees will be paid on the following Tuesday. Employees will be paid during their regular working hours.
- 4. Where there is a shortage equal to one-half (½) a day's pay or more in the pay of an Employee, the Employee will be reimbursed for such shortage as soon as possible or no later than three (3) working days from the general office.
- 5. Pay checks will include an itemized statement of all hours, wages, adjustments and deductions for the pay period, year to date wages, FICA and withholding taxes.
- 6. 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.
- 7. Automatic changes in pay rates will be effective on the nearest date commencing a regular pay period.
- 8. An Employee absent during his normal working day for the purpose of serving as a juror will be entitled to his regular pay for the number of authorized days off. Employees will not be required to work beyond 12:00 midnight, 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 will be allowed eight (8) hours rest

- as provided for in Article 6, Paragraph 11, before reporting back for work. An Employee receiving summons will notify his supervisor immediately, and will provide his supervisor with written proof of time spent on jury duty, with actual dates and hours of service.
- 9. When Employees are temporarily transferred from their regular work to work of a higher classification, they will be paid for the higher classification for a minimum of four hours. If such Employee is required to work in the higher classification for more than four hours such Employee should be paid for eight hours.
- 10. Employees will be paid sixty-three (63) cents per hour shift premium as additional compensation over their basic rate for all hours worked in which the shift commences work outside the hours of between 5:00 a.m. and 8:30 a.m., except for those Employees who commence work between the hours of 8:00 p.m. and 2:00 a.m., who will be paid seventy-one (71) cents per hour shift premium as additional compensation. The relief Mechanic that rotates between day and night shifts during a work week will be paid seventy-one (71) cents shift premium for all hours worked.
- 11. At the conclusion of each year of category seniority an Employee accrues, his pay will be increased by \$0.10/hour up to ten (10) years. After completing eleven (11) years, Employees will receive an additional \$.15/hour per year up to \$1.60/hour. Employees completing fifteen (15) years and thereafter will receive \$1.75/hour. For purposes of this section only, service will be defined as service within a group covered by a collective bargaining agreement between Southwest Airlines and the Aircraft Mechanics Fraternal Association. This will not affect the wage rates as set forth in Article 15 or any other provisions relating to seniority in this Agreement. Overtime, holidays, jury duty, funeral leave, sick leave, on the job injury leave and vacation time will be computed on the basis of regular rate of pay plus shift differential, longevity and license premium, if any.
- 12. Overtime, holidays, jury duty, funeral leave, sick leave, on the job injury leave and vacation time shall be computed on the basis of regular rate of pay plus shift differential, longevity and license premium, if any.

- 13. Inspector, Technical Instructor, Technical Support Technician and Lead Technician hourly base wage rates will be 6% above the "Thereafter" base rate for Mechanics. Lead Inspector hourly base wage rates will be 12% above the "Thereafter" base rate for Mechanics.
- 14. The Company will pay a skill premium to all Ground Equipment Mechanics; Ground Equipment Lead Mechanics; Plant Maintenance Mechanics; and Plant Maintenance Lead Mechanics of .63¢ an hour.

WAGE RATES

Base Rates of Pay per Hour for Employees

Effective Date	4/01/19	8/16/19	8/16/20	8/16/21	8/16/22	8/16/23
Lead Inspectors	\$51.86	\$53.42	\$55.02	\$56.67	\$58.37	\$60.12
Inspectors, Lead Mechanics, Technical Support Mechanics and Technical Instructors	\$49.09	\$50.56	\$52.08	\$53.64	\$55.25	\$56.91
MECHANICS						
1st 6 months	\$27.42	\$28.24	\$29.09	\$29.96	\$30.86	\$31.79
2 nd 6 months	\$28.78	\$29.64	\$30.53	\$31.45	\$32.39	\$33.36
2 nd year	\$30.40	\$31.31	\$32.25	\$33.22	\$34.22	\$35.25
3 rd year	\$32.24	\$33.21	\$34.21	\$35.24	\$36.30	\$37.39
4 th year	\$34.27	\$35.30	\$36.36	\$37.45	\$38.57	\$39.73
5 th year	\$36.56	\$37.66	\$38.79	\$39.95	\$41.15	\$42.38
Thereafter	\$46.31	\$47.70	\$49.13	\$50.60	\$52.12	\$53.68

Effective Date	4/01/19	8/16/20	8/16/21	8/16/22	8/16/23
Lead Maintenance Controllers	\$70.64	\$72.76	\$74.94	\$77.19	\$79.50
Maintenance Controllers					
1st Year	\$42.66	\$43.94	\$45.26	\$46.62	\$48.02
2 nd year	\$45.74	\$47.11	\$48.53	\$49.98	\$51.48
3 rd year	\$48.23	\$49.68	\$51.17	\$52.71	\$54.29
4 th year	\$50.96	\$52.49	\$54.07	\$55.69	\$57.36
5 th year	\$54.03	\$55.65	\$57.32	\$59.04	\$60.81
Thereafter	\$66.64	\$68.64	\$70.70	\$72.82	\$75.00

In addition to the above rates of pay a license premium will be paid to all Aircraft Technicians, Aircraft Lead Technicians, Apprentice Lead Technicians, Lead Inspectors, Inspectors, Aircraft Technical Support Technicians and Technical Instructors for each valid Federal FAA Airframe License, Engine or Power Plant License and/or General F.C.C. Radio/Telephone Operator License. General F.C.C. Radio/Telephone Operator License will be considered the equivalent of two licenses, unless it is a third license. There will be a maximum of two licenses premium pay, unless the FCC License held by an Employee is required by the FAA for the Employee to perform his job, in which case the maximum will be three (3) licenses with a maximum license premium pay of three times the single license premium. Lead Maintenance Controller, Maintenance Controller, Ground Support Equipment Technicians, Lead Ground Support Equipment Technicians, Plant Maintenance Technicians will not receive license premium pay. License premium will be paid in the following amounts, per hour:

License Premiums Per Hour

Effective Date 4/01/19

One License \$2.50

Two Licenses \$5.00

Three Licenses* \$7.50

In calculating Maintenance Controller Team Lead, Maintenance Controller, Technical Instructor, or Technical Support Technician applicable rate of pay, his rate of pay will be the higher of: (a) his preexisting hourly pay rate, plus his preexisting longevity pay (the "redlined rate"), or (b) the applicable pay rate under this Article, plus applicable license premiums, shift premium, and longevity pay. An Employee in the Maintenance Controller Team Lead, Maintenance Controller, Technical Instructor, or Technical Support Technician classification who is covered by this Agreement on the date of ratification of this agreement will not suffer a reduction in pay unless such Employee changes classifications. Such Employee will, however, be redlined and not be entitled to pay increases until such time the pay scale produces rates in excess of such Employee's redlined rate of pay in his current classification.

^{*} The third license premium will only be paid if the Employee is required by the FAA to hold the license to perform his job.

PROFIT SHARING

- 1. The Employees covered hereunder will be included in the Southwest Airlines Company Profit Sharing Plan which became effective as of January 1, 1973, as amended.
- 2. All covered Employees will be eligible for matching Company contributions to 401(k) accounts.

<u>Vesting in General</u> - A Member will have a vested and nonforfeitable interest in that vested percentage portion of the balance credited to the Member's Matching Contributions Account at any time determined by reference to his completed years of Vesting Service in accordance with the following schedule:

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

<u>Accelerated Vesting</u> - A Member will be fully vested and have a nonforfeitable interest in the balance credited to his Matching Contributions Account if:

- a. The Employee becomes medically disabled; or
- b. The Employee retires at or after age 60; or

Employee contributions will be matched up to a level of 9.3% of the Employee's compensation, with a maximum matching contribution equal to the ERISA limits allowed by the Internal Revenue Service.

2. If any additional or different investment funds are offered to any Employee group participating in the Southwest Airlines Co. 401(k)/Profit Sharing Plan, then such additional or different investment funds will also be offered to Employees covered by

this Agreement. This provision does not apply to investment options offered by the Southwest Airlines Pilots Association 401(k) Plan, which is separately administered by SWAPA.

If any employee group (excluding pilots) subsequently receives an improvement to the Company's 401(k) contribution, then that same improvement (subject to the same terms and conditions) will be provided to employees covered by this agreement. In the event of any dispute, the Union may reopen negotiations concerning the changes to 401(k) benefits.

SAFETY AND HEALTH

- 1. The Company will continue to maintain safe, sanitary and healthful working conditions and agrees to maintain at all times a first aid kit. The Union and Employees recognize their duty and responsibility to assist in the maintenance of these standards.
- 2. 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 safety committee composed of an equal number of Union representatives and Company representatives will continue to be maintained at each maintenance facility. It will be the duty of the Company to see that all applicable state, municipal and federal safety and sanitary regulations are complied with. The Safety Committee will receive and investigate complaints regarding unsafe and unsanitary working conditions, and make recommendations concerning such complaints. The Union will elect or appoint a safety representative and alternate as required to serve on the joint safety committee and will notify the Company in writing of their election, appointment or removal.
 - a. A Union safety representative will be permitted reasonable time to investigate, present and process the safety issues described above within the scope of said safety representative's station on the Company property without loss of pay during his regular working hours. If a Union safety representative is reasonably requested by management to delay an investigation of a safety issue because of immediate work requirements, such safety representative, if practical, will cooperate with the request.
 - b. Time spent in handling the safety issues described above during the Union safety representative's regular working hours will be considered hours worked for all purposes. It is understood that if a Union safety representative voluntarily chooses to handle a safety issue on other than Company time, he may not claim overtime pay for the non-Company time spent handling such matter. This provision, however, will not be construed as affecting an Employee's overtime pay for time spent handling the safety issues described above while at work on an authorized overtime opportunity.
- 3. The Company will furnish without cost all safety equipment for the Employee such as ear protectors, headsets, safety glasses, etc., and all Employees will use or wear such devices in performing their work.
- 4. Employees injured while at work will be given medical attention at the earliest possible

moment without loss of pay and will be permitted to return to work upon presenting a medical release from the doctor. 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 injured Employee when physically able, to report an injury to his immediate supervisor during the work period in which the injury occurred. Upon Request Employees injured at work will be provided information in a timely manner with applicable State and Federal laws covering On the Job Injuries for their specific location.

5. When an Employee participates in a bomb scare investigation at the request of the Company or is the victim of a terrorist act while on the job or while traveling on Company business, or is participating in a test flight, and is killed or suffers loss of a member, as described below, the Company will provide the following death and disability benefit for such Employee, over and above any workers compensation benefits which may be payable:

Death	\$500,000
Total Loss of Two Members Total Loss of Sight	\$500,000
Total Loss of One Member Total Loss of Sight, One Eye	\$250,000

Members, as used herein, will be defined as arm, leg or eye. The maximum amount payable by the Company for any single incident will be two and one half (\$2.5) million.

SEVERANCE PAY

- 1. An Employee who has completed one (1) year of compensated service with the Company prior to being laid off, through no fault or action of his own, will receive severance pay, as provided in Paragraph 2 of this Article, but he will receive no severance pay if any one or more of the following conditions exist:
 - a. He exercises his seniority in order to remain in the employ of the Company.
 - b. He accepts any other employment with the Company or refuses to accept a job in his own category at his base or station. (See Article 9.)
 - c. The layoff is caused by an act of God, a war emergency, revocation of the Company's Operating Certificate or Certificates, or grounding of a substantial number of Company aircraft.
 - d. 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.
 - e. He is dismissed for cause, resigns or retires.
- 2. The amount of severance pay due under this Article will be based on the length of actual straight time compensated service with the Company under this Agreement, and will be computed on the basis of the Employee's regular straight time basic hourly rate at time of layoff as follows:

If Employee Has Completed		Severance Allowance
1 year but less than 5 years of service		2 Weeks
5 years but less than 6 years of service		5 Weeks
6 years but less than 7 years of service		6 Weeks
7 years but less than 8 years of service		7 Weeks
8 years but less than 9 years of service	66	8 Weeks

If Employee Has Completed	Severance Allowance
9 years but less than 10 years of service	9 Weeks
10 years but less than 11 years of service	10 Weeks
11 years but less than 12 years of service	11 Weeks
12 years but less than 15 years of service	12 Weeks
15 or more years of service	15 Weeks

^{3.} An Employee will receive his severance pay at the time of layoff.

MOVING EXPENSES

- 1. Employees transferred as a result of the closing of an existing maintenance station or reduction in force at a maintenance station will be considered as being transferred at the Company's request. Employees transferring because of the opening of a new maintenance station will be considered as being transferred at the Company's request, provided such Employee has not received a paid move within the previous twelve (12) months for the opening of a new maintenance station.
- 2. An Employee transferred from one station to another station as a result of a voluntary bid or request for a vacancy will be considered as having transferred at his own request. Employees so transferred from one station to another station at his own request will bear his own expenses. Such Employee will be allowed one (1) additional day of paid leave, plus one (1) additional day for each 500 miles by the most direct AAA mileage between the two cities, provided the Employee has not received paid leave for a voluntary move within the previous twelve (12) months. For example, Employees would receive paid days off for moves as follows:

Less than 500 miles One Day

500 - 999 miles Two Days

1000 - 1499 miles Three Days

1500 - 1999 miles Four Days

The Company will make space available transportation available to the Employee and members of his immediate family.

- 3. Employees transferred at Company request from one station to another station will be allowed actual moving expenses for household effects including packing charges up to a maximum of 14,000 pounds. Not included are the transportation of: pets/animals, boats, automobiles, motorcycles and heavy shop or hobby equipment.
- 4. The Company reserves the right to select the Company designated to move the household effects of the Employee.

- 5. Employees will be allowed reasonable expenses for himself and members of his immediate family when properly substantiated by receipts during the period of enroute travel. The period of enroute travel will continue after arrival until the day the household effects arrive or until the end of the fifth day, whichever comes first.
- 6. In addition to the said weight limitation in Paragraph 3 above, up to two automobiles per family may be driven between the stations and the Employee will be reimbursed at the current IRS mileage rates by the most direct AAA highway mileage, but no expenses will be permitted for additional automobiles.
- 7. The Employee and spouse will be entitled to round trip space available transportation to locate living accommodations.
- 8. The Company will make available, upon an Employee's request, a list of any moving companies with Company contracts who also offer Southwest Airlines Employee discounts for unpaid or personal moves.
- 9. When opening a new Maintenance station, the Company will pay for the moves of a minimum of six Aircraft Mechanics and six GSE Mechanics, with no time limit as to when such moves are required if the location is opened with less than six Aircraft Mechanics or GSE Mechanics, as applicable.

INSURANCE BENEFITS

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

Regular Plan Medical Regular Plan Dental Regular Plan Basic Life

Alternative personal option plans (such as the Flexible Benefit Plans presently offered as part of the Benefits Plus program) may also be made available to Employees covered by this Agreement upon the same terms and conditions as such plans are made available to any other group of Company Employees. If any future increase in cost is paid by the Company for Employees not covered by this Agreement, such cost will also be paid by the Company for Employees covered hereunder. If any employee group subsequently receives an improvement to their insurance benefits (e.g., cost caps), then that same improvement (subject to the same terms and conditions) will be offered as an option to employees covered by this agreement as represented by the Union. In the event of any dispute, the Union may reopen negotiations concerning the changes to insurance benefits.

- a. The current Long-Term Disability insurance plan in effect will continue during the life of this Agreement.
- b. An Employee may participate within sixty (60) days after passing his probationary period at a cost borne by the Employee.
- 2. The maximum dental coverage will be at least one-thousand dollars (\$1,000) per person per calendar year.
- 3. The lifetime maximum benefit for orthodontia for Employees covered by this Agreement and their dependents will be at least one-thousand dollars (\$1,000). The lifetime maximum benefit for orthodontia for Employees covered by this Agreement and their dependents under the Flexible Benefits Plan offered by the Company will be at least one-thousand five hundred dollars (\$1,500).

- 4. The Company will offer, at a cost paid by the Employee, an additional dental plan as an option under the Flexible Benefit Plans, which will include the following benefits:
 - a. Eighty percent (80%) copayment on basic/major/orthodontic coverage;
 - b. At least two-thousand dollars (\$2,000) annual benefit maximum (including any portion of the lifetime orthodontia benefit used in the year);
 - c. At least two-thousand dollars (\$2,000); and
 - d. Dental sealants.
- 5. Employees covered under this Agreement who retire after attaining age sixty-one and one-half (61-1/2) with ten (10) years of service with the Company, or at age sixty (60) with twelve (12) years of service with the Company, may continue to receive benefits under the Southwest Airlines Co. Welfare Benefit Plan from the date they retire until age sixty-five (65) by the payment of premiums which would not exceed the pure actuarial cost of providing such coverage as determined by the Administrator of the Welfare Benefit Plan in effect at the time of such Employee's retirement. Such retired Employee's benefits will be subject to all limitations and conditions applicable to Employees covered by this Agreement. If the retired Employee covered under this paragraph dies before age sixty-five (65), his spouse and/or eligible dependent may continue coverage up to the date the retired Employee would have reached age sixty-five (65). Employees other than those described in this paragraph will, at the time of any termination of employment, be subject to the provisions of COBRA in effect at the time of such termination.
- 6. The Company will offer, as an option under the Flexible Benefits Plan, a long-term Disability option for which Employees may pay full premiums (thus offering benefits free of income tax obligations under present tax laws).
- 7. Employees covered under this Agreement who voluntarily retire as early as age fifty-five (55) with fifteen (15) years of credited service in a classification covered by this Agreement, or under another Agreement between the Company and the AMFA, and who have at least one thousand two hundred (1,200) credited hours of sick leave available may purchase coverage

as outlined below from their retirement to age sixty (60). At age sixty (60), such Employee may purchase coverage to age sixty-five (65) by trading sick leave as provided under Article 13, Paragraph 2. The Employee must agree to forego COBRA coverage during this period.

- a. From the age of retirement to age sixty (60), Employees covered by this provision will pay a premium amount which will not exceed the age-banded (age 55-59) actuarial rated full cost of providing such coverage.
- b. The retired Employee must continue at the same coverage option and coverage level as the Employee was receiving on the day prior to retirement until the next Health Plan enrollment period. Each year thereafter, during the Health Plan enrollment period, the retired Employee will only be eligible to elect a coverage option under the Flexible Benefits Plan portion of the Health Plan. Coverage under this paragraph will extend to persons covered under the Health Plan as Eligible Family Members at the time of the Employee's retirement unless they cease to be an Eligible Family Member during the period of coverage for the retired Employee. If the retired Employee covered under this paragraph dies before age sixty-five (65), his spouse and/or dependent(s) may continue coverage up to the date the retired Employee would have reached age sixty-five (65).
- 8. Upon reaching age sixty-five (65), a retired Employee who is purchasing health care coverage under Article 13, Paragraph 2, or under Article 20, Paragraph 8, with remaining credited sick leave may elect to trade unused credited sick leave for continued coverage under Medical Plan C and Basic Dental for a spouse under age sixty-five (65) at the rate prescribed in Article 13, Paragraph 2. If the retired Employee who retired at age sixty (60), or after age sixty-one and one-half (61-1/2) with ten (10) years' service, or after age fifty-five (55) with at least fifteen (15) years of service, has used all sick leave, coverage may be purchased for the younger spouse at the age-banded actuarial cost of coverage for Medical Plan C and Basic Dental. Coverage will end on the spouse's sixty-fifth (65th) birthday. An Employee or spouse choosing to purchase Medical Plan C may choose to take, or not take, Basic Dental.
- 9. Any future increases in the dental or orthodontia benefit amounts described in Paragraphs 4 and 5 above which are granted to any other group of Employees of the Company will also be granted to the Employees covered by this Agreement.

10. The Company will offer optional Employee-paid vision coverage under the Regular Plan (group insurance coverage) to Employees covered by this Agreement on the same basis as other covered Employee groups. This option will be described in the Benefits Enrollment Guide sent to all Employees.

GRIEVANCE PROCEDURE

- In the event of a grievance arising over the interpretation or application of this Agreement or in the event of disciplinary action, not involving loss of pay, the following steps will be followed
 - a. <u>Step 1:</u> The aggrieved Employee will first present the complaint to his Supervisor or Manager in writing / verbally for discussion and a possible solution. During this discussion, the Employee may be represented by an AMFA Representative. It is understood and agreed that decisions made at the first step of the grievance procedure by the supervisor or Manager, Employee and/or his Representative will not constitute a precedent of any kind unless otherwise agreed to by the Union and the Company.
 - b. <u>Step 2:</u> If the complaint cannot be resolved through the process outlined in step 1 the grievance will be reduced to writing on an official Union grievance form by the Employee or his Representative, signed by the Employee or his Representative, and presented to his Supervisor or Manager within fourteen (14) calendar days. Each grievance will identify the facts, provision(s) violated, and relief sought. The grievance will be answered in writing by the Supervisor or Manager of the Employee, who will send a copy to the grievant, Shop Representative and the Local Union Airline Representative, within seven (7) calendar days after he receives the written grievance.

If insufficient information is included within the grievance, the Company may return the grievance to the Union for additional information, which will be provided by the Union within seven (7) calendar days following return of the grievance by the Company. The grievance may then be reissued with all time limits reset. If the Company denies a grievance with an insufficient explanation, the Union may return the grievance to the Company for additional explanation, which will be provided within seven (7) calendar days following return of the response by the Union with all time limits reset.

c. <u>Step 3:</u> Within twenty-one (21) calendar days after the receipt of the written decision of the Supervisor or Manager of the Employee, the Local Union Airline Representative may appeal such grievance to System Board of Adjustment by serving a written notice upon the Company directed to the Departmental Vice President or his designee at the Company's office, of its intention to do so. The Union will provide the Company the System Board agenda not later than the Monday of the week prior to the scheduled System Board, and after that deadline, additional cases may be added to the System

Board agenda by mutual agreement of the parties. If the System Board deadlocks, the Union may appeal the case to arbitration, as provided in Article 22, within thirty (30) calendar days after the decision of the System Board is rendered.

Prior to deadlock or the denial of a grievance at the System Board of Adjustment, the Union may unilaterally withdraw the grievance without prejudice. After a grievance has been deadlocked or denied at the System Board of Adjustment, it may be withdrawn without prejudice by mutual agreement of the parties. However, if the Union has failed to identify a case to be arbitrated in accordance with Article 22, Section 2, and the Company chooses a case to proceed to arbitration, the Union may unilaterally withdraw that grievance without prejudice.

2. Discharge and Disciplinary Procedure

- a. In the event an Employee is suspended pending investigation and is subsequently found innocent of the charges, he will be paid for such lost time from work.
- b. In those instances where the Company discharges or disciplines a non-probationary Employee to the extent of loss of pay, such disciplinary action will not be imposed until a fact finding meeting is held between the Employee's Supervisor, the Employee, and his Union Representative. Written notice of the date and time of the fact-finding meeting will be provided to the Employee and the Airline Representative. A Shop Representative may be present at the fact-finding meeting if the Airline Representative is unavailable. Such meeting will be held within seven (7) calendar days of the date of the Company's written notice of its intent to take disciplinary action or the first day the Employee returns to work if the Employee is absent in excess of those seven (7) calendar days. However, nothing will preclude the Company's right to suspend an Employee pending such meeting. The purpose of such meeting is to interview all pertinent witnesses, establish all pertinent facts and determine any possible solution, it being understood and agreed that decisions at such level will not constitute a precedent. The Company representative involved will, within seven (7) calendar days after such meeting, render a decision in writing to the Employee giving his reasons therefore
- c. Employees of the Company who are on duty and are called as witnesses will suffer no loss of pay. If the decision of the Company representative is not acceptable to the Union, the decision may be appealed by the Union to a Special System Board of Adjustment ("Special Board") within twenty-one (21) calendar days after receipt by serving written notice to the Vice President of Maintenance and Engineering or his designee at the Company's Administrative Office of its intention to do so.

d. The System Board of Adjustment will be composed of one member designated by the Company and one member designated by the Union. In the case of a discharge, the Special Board will convene at the city where the discharge took place unless another location is mutually agreed to by the Company and the Union, within twenty-one (21) calendar days of the date the discharge is appealed to the Special Board. Both parties will, upon request, provide all data/documents and the names of all witnesses to be presented at the Special Board no later than three (3) calendar days prior to the scheduled Special Board hearing.

The parties may, by mutual agreement, conduct the Special Board hearing set forth herein by teleconference or waive the Special Board hearing and proceed directly to arbitration.

The Special Board will only be empowered to make a finding or decision with respect to any Employee covered by this Agreement who is terminated or disciplined to the extent of loss of pay by the Company, and such finding or decision will be final and binding upon the Aircraft Mechanics Fraternal Association, the Company and the individual Employee or Employees to such dispute.

If the Special Board deadlocks, the Union may appeal the case to arbitration, within thirty (30) calendar days after the decision of the Special Board is rendered.

- e. In the event the Union appeals the disciplinary action to arbitration in accordance with Section 2(d) above, the Company and the Union will attempt to agree on a mutually acceptable impartial arbitrator. If the parties are unable to agree on such arbitrator the parties will select such arbitrator as provided in Article 22.
- Failure on the part of the Company to issue its decision within the time limits stipulated or failure on the part of the Employee or the Union to process an appeal within the time limits stipulated will constitute a waiver of the failing parties' position unless an extension of time has been mutually agreed to in writing.
- 4. The Company recognizes the right of the Union to file a group grievance when the issue is common and identical to those Employees in the group. The Union will, when filing a group grievance, provide sufficient information for the Company to reasonably identify the members of the group.
- 5. In the event of permanent change of the parties responsible for answering grievances at any step of this grievance procedure, the Company will notify the Union as soon as possible.

- 6. Grievances and notices of appeal may be submitted or replied to in writing, including electronically via email.
- 7. The parties may, by mutual agreement, utilize grievance mediation or mediation-arbitration to assist with the resolution of any grievance.

ARBITRATION

- 1. After the receipt of the notice of the intent to submit the unsettled grievance to arbitration, the parties will attempt to mutually select an impartial arbitrator. If the parties are unable to agree on an arbitrator, they will request the National Mediation Board (NMB) to submit a list of seven (7) persons qualified to act as the impartial arbitrator. If either the Company or the Union deems the list to be unacceptable, either party may unilaterally request a second list. Such party will assume the cost, if any, of obtaining the second list. A representative of the Company and a representative of the Union will make every effort to meet within five (5) days of the receipt of the list and will alternately strike three (3) names from the list; the party to strike first will be determined on an alternate basis. The seventh (7th) remaining person will thereupon be selected as the impartial arbitrator.
- 2. The parties will schedule two (2) consecutive days of arbitration every other month in the months when the parties are not scheduled to convene the System Board of Adjustment. The parties may schedule additional dates for arbitration by mutual agreement. The two (2) consecutive dates every other month will be agreed upon by the parties and determined in advance. The parties will select six (6) arbitrators by mutual agreement each year with each arbitrator to conduct one (1) of the six (6) arbitrations. The Union will identify the case to be heard during the pre-arranged arbitration dates two (2) months prior to the scheduled hearing. The Company may designate a case to be heard if the Union fails to identify a case within the two-month time period set forth herein.
- 3. The parties will enter into a submission agreement, which will clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission will contain the written grievance and the Company's disposition of the same with notation that the parties could not agree upon a submission agreement. Either party may also submit its proposed version of the arbitrable issue or issues to be decided by the arbitrator.
- 4. Both parties will disclose to each other all data/documents and the names of the witnesses to be presented no later than ten (10) calendar days prior to the scheduled date of Arbitration. If either party receives a document or witness list after the ten (10) day deadline, the parties will have the option to mutually agree to adjourn the Arbitration hearing to take the necessary time for review of the new evidence. In the absence of mutual agreement to adjourn the Arbitration hearing, the issue of admissibility of any documents or witnesses disclosed after the ten (10) day deadline will be decided upon by the Arbitrator.

- 5. During the hearing, each Party will have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator may render his findings—and award in writing no later than ninety (90) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator will be final and binding. The impartial arbitrator will have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.
- 6. All arbitration hearings will be held at the city where the grievance arose unless another place is mutually agreed to by the Company and the Union.
- 7. a. Each of the parties hereto will assume the compensation, traveling expenses and other expenses of its witnesses called or summoned by it and each of the parties will assume one-half (1/2) of the expenses of the arbitration, except that the Employees of the Company who are necessarily summoned to serve as witnesses and the grievant will suffer no loss in pay as a result of participation in the arbitration proceeding.
 - b. Witnesses who are Employees of the Company and the grievant will receive positive space transportation, if necessary, over the lines of the Company from point of duty or assignment to point at which they must appear as witnesses before the Board and return.
 - c. It is understood and agreed that each and every witness summoned by the Board who is an Employee of the Company will be free to discharge his duties in an independent manner without fear that his individual relations with the Company or the Union may be affected by an action or by testimony given by him in good faith in his capacity as a witness.
 - d. If a stenographic transcript is made of the arbitration proceeding, the party making the request will bear its expense, unless the request is made by the arbitrator, in which case the cost of the transcript will be shared equally by the Company and the Union. In the event the party not requesting the transcript decides at the hearing or later to obtain a copy, the entire cost of the reporting and transcribing of the transcript will be shared equally by the Company and the Union.

NO STRIKE - NO LOCKOUT

1. During the term of this Agreement, it is understood and agreed that the Company will not lock out any Employee covered hereby, and the Union will not authorize or take part in any strike or picketing of Company premises.

GENERAL AND MISCELLANEOUS

- 1. Any Employee leaving the service of the Company will, upon request, be furnished with a letter setting forth the Company's record of his job classifications, stating his length of service and rate of pay at the time of leaving the Company.
- 2. Suitable rain suits will be provided and maintained by the Company. The Company will furnish uniform jackets for Employees and will have uniform parkas and coveralls available in stock for Employees to check out when needed.
- 3. The Company agrees to provide the Union with bulletin board space Marked "Aircraft Mechanics Fraternal Association" where Union notices of interest to the Employees may be posted. No political, inflammatory, controversial, or derogatory material will be permitted thereon.
- 4. The Company will cause to be printed and distributed to each Employee a copy of this Agreement and will provide the Aircraft Mechanics Fraternal Association with fifty (50) copies of the Labor Agreement.
- 5. Airline trip passes will be issued to qualified Employees in accordance with existing Company policy.
- 6. Subject to pre-existing policies and contractual commitments, Employees covered by this Agreement will be treated no less favorable than other Employee groups in prioritizing space available access to jumpseats.
- 7. Any deviation from this Agreement may be made by mutual agreement between the Company and the Aircraft Mechanics Fraternal Association. Such mutual agreement must be in writing and signed by the parties thereto.
- 8. The Company will continue to allow Employees a reasonable amount of time to wash-up prior to punching out.
- 9. Supervisors/Tech Supervisors and higher ranking officials will not be permitted to perform work of any hourly rated job covered by this Agreement except in emergencies or instructing or training of Employees or assisting in troubleshooting.

- 10. Where Employees have become physically unable to perform their regular work, the Union and the Company will cooperate in attempting to place such Employees in a position within their classification for which they are qualified and able to perform, or by mutual agreement in a lower classification for which they are qualified and able to perform.
- 11. The Employee will be allowed four (4) work days leave with pay at the Employee's regular rate of pay for the purpose of attending the funeral of a member of his or her immediate family. Such days will be taken within the days immediately preceding and/or following the funeral. Members of the immediate family will consist of the Employee's mother, father, or legal guardian in lieu thereof, step-mother, step-father, spouse, children, step-children, brother, sister, grandparents, grandchildren, mother-in-law and father-in-law. If additional days are required, such days may be taken without pay or will be deducted from the Employee's vacation or floating holiday allowance. If the Employee has no accrued vacation or floating holidays in his bank, the Employee may use up to four (4) accrued sick days as additional leave.
- 12. If an Employee's regularly scheduled work shift begins on one calendar day and extends into the following calendar day, the day worked (for determining pay and holidays, etc.) will be considered to be the day on which his shift started.
- 13. The Company agrees to provide a locked, secure area where Employees' tools and tool boxes may be kept. By providing such facilities, however, the Company does not thereby insure the safety of any tools or tool boxes kept therein, nor does it assume the liability of replacing any items which may be lost or stolen therefrom, except that the Company will reimburse an Employee covered by this Agreement for the loss by fire of his personal tools and tool box occasioned by a fire on Company premises or while the Employee is on Company business. It is further understood and agreed that when a mechanic is required by the Company to travel in connection with emergency field service to restore Company aircraft or equipment to service, the Company will reimburse such mechanic if his personally owned tools are lost or stolen while being shipped to or from the downline station or while such mechanic is at the downline station performing the emergency field service. This Agreement is subject to the following limitations and conditions:
 - a. To qualify for reimbursement under this section, the Employee must have on file with the Company a complete inventory of his personal tools regularly used on Company business and kept on Company premises or used in connection with emergency field service. Such inventory is subject to verification by the Company. Tools which are added to the Employee's tool box after the inventory will not be covered until the tools are added to the inventory;

- b. Tools which are not essential to the performance of the job will not be permitted to be included in the inventory;
- c. Missing individual tools are not covered;
- d. Tool boxes excessively damaged while being shipped for field service use will be repaired or replace.
- 14. All orders or notices to an Employee covered by the Agreement involving a transfer, promotion, demotion, layoff, discipline, or leave of absence will be given in writing with a copy to the Union. No letter or notice for violation of Company rules will be used in the determining of discipline if such notice has been in the Employee's file for twelve (12) months and there has been no recurrence of the same offense within the twelve (12) month period. All letter or reprimand or warning will be removed from an Employee's file after twelve (12) months from date letter is placed in the file.
- 15. When an Employee passes his probationary period he will be issued a set of five (5) uniforms. Each Employee will utilize the automated uniform ordering process made available to all covered Employees by the Company to order new or additional uniforms. Each Employee will be given an expense account with a minimum dollar amount equal to five (5) complete uniform sets per year covered by the Company to order new or additional uniforms. All requests for special uniform items outside the five complete sets (e.g., rain-suits, winter gear, etc.) must be ordered through the Supervisor.

Should an Employee's uniform show exceptional wear and tear during this interim the Employee should consult with his Supervisor.

All Employees wearing Company furnished uniforms will abide by the general appearance code for Maintenance Employees.

16. If there is any change during the life of this Agreement in the licenses Employees covered by this Agreement are required to have, all Employees affected will be given a reasonable period of time from the date of such change to obtain each license, and there will be no change in their status or pay during said period.

17. Shift/Day Trades

- a. All shift/day trade agreements must be in writing, signed by both parties involved and approved by the regular supervisor of the Employee initiating the trade and the regular supervisor of the other Employee.
- b. No probationary Employee may shift/day trade.
- c. Every person who commits to a shift/day trade will be required to show up on time and work the entire shift or make arrangements for someone who is qualified to cover the shift.
- d. In the event an Employee is tardy on a shift/day trade, he will be subject to the discipline as outlined in the Company's current tardiness policy.
- e. Failure to show up or cover the shift/day trade will result in severe disciplinary action unless Employee is on a rest period after working twenty (20) or more consecutive hours i.e., for the first offense, a thirty (30) day shift/day trade suspension accompanied by a warning letter in the Employee's personnel file. For additional offenses, progressive disciplinary action will be taken.
- f. The Company reserves the right to restrict an Employee's shift/day trade privileges in the event it hinders the Employees quality or quantity of work, schedules the Employee for more than twenty-four (24) consecutive hours of service, violates FAR's, or causes an Employee to be on paid status less than 90 hours in a month.
- g. If it is perceived that an Employee or the Company is acting contrary to the above understandings in regards to day/shift trade privileges, the parties will communicate their concerns and confer for the purpose of addressing any such misapplication of the parties' intent.
- h. Inspectors, Lead Mechanics and Mechanics may trade with each other. Lead Ground Equipment Mechanics and Ground Equipment Mechanics may trade with each other. All other trades must be within the same classification. Notwithstanding the provisions of Article 10, in the case of a shift/day trade between an Inspector and a Mechanic or Lead Mechanic, a General or Alternate Inspector on duty within that work group will be utilized (General first; by seniority preference) prior to calling Inspection overtime.
- i. A shift/day trade may be effective with adequate notice and prior approval of the Company.

- j. In the event a shift/day trade causes an Employee to work two shifts in a row, provisions of this agreement regarding mandatory off-duty rest periods will not apply.
- k. Parties engaging in a trade that has not been previously approved will lose their day trade privileges.
- I. No additional premium pay (e.g., lead, inspector or shift differential) or overtime will be involved because of any shift/day trade.
- m. No sick pay will be allowed in any shift/day trade. Vacation and floating holidays will be allowed on shift/day trade as long as the provisions of Articles 6 and 11 are followed.
- n. Partial shift/day trades of 4 hours or more will be permitted.
- 18. Whenever the Company operates a charter which requires that a mechanic accompany the charter, the Company will utilize the assignment procedure that is least expensive to the Company. Whenever the costs are the same for utilization of a given group of mechanics, the procedure described in Article 8 will be followed. In such cases, if the charter duty assignment is scheduled to commence more than four (4) hours before the oncoming shift, the field trip list of the on duty shift will be used to make the assignment; if the charter duty assignment is scheduled to commence four (4) hours or less before the oncoming shift, the field trip list of the oncoming shift will be used to make the assignment.
- 19. The Company and Union will mutually agree on any automation that affects the work rules covered under this Agreement prior to implementation.
- 20. Maintenance of door trainers at locations not staffed by Simulator Technicians will be performed by AMFA represented Southwest Airlines Employees covered by this Agreement.
- 21. In the event an Employee covered by this Agreement receives an inquiry or a Letter of Investigation from the FAA related to work performed for Southwest Airlines, the Company will provide legal counsel to such Employee, provided that the Company will have no obligation to provide legal counsel if the event was not inadvertent or involved an intentional disregard for safety or involved possible criminal activity, substance abuse, controlled substances, alcohol or intentional falsification. The Company's obligations under this paragraph will not foreclose appropriate disciplinary action.
- 22. In the event of an insufficient number of Employees that voluntarily retain qualifications

- (e.g., engine run/taxi; HGS; RII; NDT) at a particular location, provided the Company has offered adequate training for such qualifications, the Company and the Union will meet to engage in good faith discussions to develop a procedure to address the insufficient number of Employees that retain the qualifications addressed herein.
- 23. Any Employee accepting temporary transfer or promotion to a supervisor or non-bargaining unit job will maintain and accrue seniority. Such assignment need not be bulletined as required in Article 10 but the Union will be notified in writing of such assignment and duration. Vacancies resulting from these temporary transfers or promotions will be backfilled (by Employees signed up for the shift and bid location on the overtime callout list).
- 24. Subject to Supervisor approval, all reasonable time spent by an Employee to renew his current SIDA badge will be paid at the applicable rate.
 - a. When an Employee transfers to a new station, and following Supervisor approval to travel, all time spent to obtain a new SIDA badge before, during or after his regular shift will be deemed as time spent at his regular work for all purposes and will be compensated at regular straight time rates, or at the applicable overtime rate if conducted other than during an Employee's straight time shift. The Company will provide travel accommodations and per diem for an Employee required to travel overnight to obtain his SIDA badge. The Employee's shift and/or days off may be temporarily rescheduled to facilitate travel required to obtain the SIDA badge. Where possible, such scheduling changes will accommodate the personal needs of the Employee.
 - b. All time spent by an Employee to renew an expired, suspended or revoked SIDA badge will be unpaid.
 - c. Subject to Supervisor approval, all reasonable time spent by an Employee to renew an expired badge due to military leave will be paid at the straight time rate of pay.
 - d. Subject to Director approval, on a case-by-case basis the Company may pay an Employee at the applicable rate to renew an expired SIDA badge due to any other leave of absence.
 - e. Employees will make every reasonable effort to obtain or renew their SIDA badge during their regular scheduled shift.

UNION REPRESENTATION

- 1. The Company agrees to admit to its bases the officially designated Representatives of the Union to transact business as is necessary for the administration of the Contract. Such business will be transacted in as short a time as possible and will not interfere with the operations of the Company.
- 2. The Union will select Airline Representatives and will notify the Vice President of Technical Operations or his designee, from time to time of their appointment or removal. The Vice President of Technical Operations or his designee will notify the Union of the appropriate Company Representative hereunder.
- 3. The Union will elect or appoint Shop Representative(s) as required to conduct Union business and will notify the Company in writing of their election, appointment or removal. Upon request, the regular shift of an Airline Representative may be adjusted on a temporary basis, by mutual agreement between the Union and the Company, in order to allow the Airline Representative to fulfill his duties.
- 4. a. Shop Representatives will be permitted reasonable time to investigate, present and process grievances within the scope of said Representative's station and shift on the Company property without loss of pay during his regular working hours. If a Representative is reasonably requested by management to delay an investigation of a grievance because of immediate work requirements, such Representative, if practical, will cooperate with the request.
 - b. Time spent in handling grievances during the Airline Representative's or Shop Representative's regular working hours will be considered hours worked for all purposes. It is understood that if an Airline Representative or Shop Representative voluntarily chooses to handle a grievance on other than Company time, he may not claim overtime pay for the non- Company time spent handling such grievance. This provision, however, will not be construed as affecting an Employee's overtime pay for time spent handling grievances while at work on an authorized overtime opportunity.
- 5. Upon twenty four (24) hours notification by the Union Representative the Company will, based upon operational requirements, grant to any Employee(s) unpaid time off to perform Union business off the Company property. In the event the Union business will require an absence from work in excess of one (1) week, a Union leave of absence will be applied for

- in accordance with Article 12. The Union will cooperate with the Company to avoid any negative impact on operations as a result of this section.
- 6. Local Management will notify the Union in writing of the names and hire dates of all newly hired Employees and transfers. Such notification will be transmitted during the Employee's first week on the payroll. Upon notification from the Airline Representative, the appropriate Manager will provide thirty (:30) minutes of paid time for purposes of Union orientation. Such time will be verbally agreed upon by the Airline Representative and the Local Manager to occur on a scheduled work day of the Employee(s) initial new hire training period.
- 7. In the case of any meeting or hearing involving an investigation which may lead to discipline, the covered Employee will be advised of his right to have a Union Representative present.

UNION SECURITY

- 1. Every Employee in a classification within the craft or class covered by this Agreement, or as an Apprentice Mechanic, is covered by this Agreement. He or she will become a member of the Union within sixty (60) days after the effective date hereof, and will be required as a condition of continued employment by the Company to maintain his/her membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation (or re-initiation) fee, monthly membership dues and assessments, which are uniformly required of Employees covered by this Agreement. Such Employee may have his/her monthly membership dues deducted from his/her earnings by payroll deduction.
- 2. Any new Employee hired into a classification covered by this Agreement on or after the effective date of this Agreement will become a member of the Union within sixty (60) days after employment in a classification covered by this Agreement, or as an Apprentice Mechanic, and will be required as a condition of continued employment by the Company to maintain his/her membership in the Union so long as this Agreement remains in effect, to the extent of paying the uniformly required initiation (or re-initiation) fee, monthly membership dues and assessments.
- 3. Except for Apprentice Mechanics, any Employee maintaining or accruing seniority in a classification covered by this Agreement (except as provided in Paragraph 6) but not employed in such classification, or any other classification covered by this Agreement, will not be required to maintain Union membership during such employment but may do so at his/her option. Should such Employee return to a classification covered by this Agreement, he/she will be required to become a member of the Union within fifteen (15) days after the date he/she returns to such classifications, and will, as a condition of employment in classification covered by this Agreement, become a member of the Union and maintain membership in the Union so long as this Agreement remains in effect to the extent of paying an initiation (or re-initiation) fee, monthly membership dues and assessments.
- 4. The provisions of this Agreement will not apply to any Employee covered by this Agreement to whom membership in the Union is not available by payment of initiation (or re-initiation) fees, if applicable, monthly dues and assessments under the same terms and conditions as are uniformly applicable to any other Employee, or to any Employee to whom membership in the Union is denied or terminated for any reason other than the failure of the Employee to pay uniformly levied initiation (or re-initiation) fees, if applicable, monthly dues and assessments. Nothing in this agreement will require the payment of any initiation (or re-

- initiation) fee, by an Employee if an authorized or permissible transfer according to the Bylaws or Constitution of the Union is involved.
- 5. If an Employee covered by this Agreement has resigned from the Company and is reemployed, he/she will be governed by Paragraph 2 of this Article.
 - a. If an Employee is laid off and is recalled from layoff he/she will be governed by Paragraph 3 of this Article.
 - b. The seniority status and rights of Employees granted leaves of absence to serve in the armed forces will not be terminated by reason of any of the provisions of this Agreement but such Employee will upon resumption of employment in classification covered by this Agreement be governed by the provisions of Paragraph 2 of this Article.
- 6. The payment of dues by a member will not be required as a condition of employment during leave of absence without pay or during periods of transfer or promotions to a classification not covered by this Agreement.
- 7. When an Employee does not become a member of the Union by payment of an initiation (or re-initiation) fee as provided in this Article, or who is a member of the Union and becomes delinquent in the payment of monthly dues or assessments, as provided in this paragraph, the following procedure will apply:
 - a. 1. If a new Employee has not become a member of the Union within sixty (60) days after employment with the Company, the Union will notify such Employee in writing, certified mail, return receipt requested, copy to the Company Vice President, that such Employee must become a member of the Union within the time limits specified in Paragraph 2 of this Article or be subject to discharge as an Employee of the Company. If, upon expiration of the period of time specified in Paragraph 2 of this Article, such new Employee has not become a member of the Union, the Union will certify in writing to the Company Vice President, copy to the Employee, that the Employee has failed to become a member of the Union as provided in this Article, and is, therefore, to be discharged. The Company will then promptly notify the Employee involved that he/she is to be discharged from the services of the Company and will promptly take proper steps to so discharge the Employee.
 - 2. If an Employee, other than a new Employee, who is required to become a member of the Union as provided in this Article does not become a member of the Union within the time limits specified in this Article for Employees in his/her category covered by

this Agreement, the Union will notify the Company Vice President with a copy to the Employee, that such Employee has failed to become a member of the Union as required by this Article and is, therefore, to be discharged. The Company will then promptly notify the Employee involved that he/she is to be discharged from the service of the Company and will promptly take proper steps to discharge said Employee.

- b. If an Employee covered by this Agreement becomes delinquent by more than two (2) calendar months in the payment of monthly dues including assessments, the Union will notify the Employee in writing, certified mail, return receipt requested, copy to the Company Vice President that said Employee is delinquent in the payment of monthly membership dues as specified herein and, accordingly, will be subject to discharge as an Employee of the Company. Such letter will also notify the Employee that he/she must remit the required payment to the Secretary-Treasurer of his/her local Union by the twenty second (22) day of the month in which notice from the Union was received or be subject to discharge. If such Employee still remains delinquent in the payment of dues on the twenty-second (22) day of the month in which his/her notice from the Union was received, the Union will notify in writing the Company Vice President, with a copy to the Employee, that the Employee has failed to remit payment of the dues within the grace period allowed herein and is, therefore, to be discharged. The Company will then promptly notify the Employee involved that he/she is to be discharge from the service of the Company, and will promptly take the proper steps to so discharge the Employee.
- c. An Employee discharged by the Company under provisions of this paragraph will be deemed to have been discharged for cause.
- 8. Any discharge under the terms of this Article will be based solely upon failure of the Employee to pay or tender initiation (or re-initiation) fee, membership dues and assessments upon the same terms and conditions as are generally applicable to any other member of the Union, within the time limits specified herein, and not because of denial or termination of membership in the Union for any other reason.
- 9. A grievance by an Employee who is to be discharged as the result of an interpretation or application of the provisions of this Article will be subject to the following procedures:
 - a. Such Employee who believes that the provisions of this Article pertaining to him/her have not been properly interpreted or applied, and who desires a review must submit his/her request for review in writing within five (5) days from the date of his/her notification by the Company as provided in Paragraph 7, subparagraph a. 1 and 2, of

this Article. The request will be submitted to the Company Vice President, with a copy to the Union. The Union may be present at the review of the grievance to represent the Union's interest in the case. The Company Vice President or his designee will review the grievance and render a decision in writing with a copy to the Union not later than ten (10) days following the receipt of the grievance.

- b. If the decision is not satisfactory to either the Employee or the Union, then either may appeal the grievance directly to the System Board of Adjustment, within fifteen (15) days from the date of the decision. The Adjustment Board procedure will be applicable, except as otherwise specified herein.
- c. During the period a grievance is filed under the provisions of this paragraph and until after decision by the Company Vice President or his designee or after final decision by the System Board of Adjustment, if appeal is made to that Board, the Employee will not be discharged from the Company because of noncompliance with the terms and provisions of this Article.
- 10. No Employee or Employees covered by this Agreement or an Employee whose employment is terminated pursuant to the provisions of this Article or the Union will have any claim for loss of time, wages or any other damages against the Company because of agreeing to this Article or because of any alleged violation, misapplications, compliance or noncompliance with any provision of this Article, provided however, the Union agrees to hold the Company harmless and to indemnify the Company for any liability of any nature resulting from the discharge of an Employee hereunder at the request of the Union.
- 11. The Company agrees that upon receipt of a properly executed Authorization of Payroll Deduction, voluntarily executed by an Employee, it will make a single monthly deduction from the Employee's earnings, after other deductions authorized by the Employee or required by law have been made, to cover his/her current standard monthly Union dues, assessments and/or initiation fees uniformly levied in accordance with the Constitution and Bylaws of the Union, and as set forth in the Railway Labor Act.
- 12. The Company will deduct said Employee's dues in the month in which the Employee is recalled from furlough or returns from a leave of absence. In the event the Employee is recalled from furlough or returns from a leave of absence after the dues have been deducted for a month, the Company will make a double deduction in the following month. The Company will pay over to the designated official or affiliates of the Union the wages withheld for such initiation fees and dues. The amount withheld will be reported and paid to the Union prior to the end of the month in which the deductions were made.

- 13. Any authorization for payroll deductions under this Article will be effective two (2) weeks following its receipt by the Company Payroll Department and will apply to the next pay check from which dues deduction is made.
- 14. The Company will remit to the designated Union Office a check prior to the end of each month in payment of all dues and service charges collected. The Company remittance to the Union will be accompanied by lists of names, social security numbers and Employee numbers of the Employees for whom deductions have been made in that particular period and the individual amounts deducted.
- 15. Collection of dues not deducted because of insufficient current earnings, dues missed because of clerical error, or inadvertent error in the accounting procedure, dues missed due to delay in receipt of the Authorization for Payroll Deductions will be the responsibility of the Union and will not be the subject of payroll deductions from subsequent pay checks, and the Company will not be responsible in any way for such missed collections. It will be the Union's responsibility to verify apparent errors with the individual Union member or Employee prior to contacting the Company Payroll Department. The total or balance of unpaid dues, assessments and/or initiation fees due and owing the Union at the time an Employee terminates his/her employment will be deducted from the final paycheck.
- 16. In the event the amount of the standard dues or fees uniformly levied are changed, it will be the sole responsibility of the Union to notify the Company and to make any necessary adjustments as to the amounts to be deducted from the Employee's earnings. So far as the Company is concerned, any such changes will be made in accordance with the time limits set forth in Paragraph 13 of this Article.
- 17. An Authorization for Payroll Deduction under this Article, once voluntarily executed and delivered to the Payroll Department of the Company, will be irrevocable during the effectiveness of this Agreement, or as long as the Union is the certified representative of Employees covered by this Agreement, or for a period of one (1) year, whichever is the lesser, and will renew itself for successive yearly or applicable periods thereafter unless the Employee serves written notice by registered mail on the Payroll Department of the Company and the Union to revoke such Authorization for Payroll Deduction during the ten (10) days preceding any periodic renewal date. Subject to Paragraph 15 above, an Authorization for Payroll Deduction will automatically be revoked if:
 - a. The Employee transfers to a position with the Company not covered by this Agreement;
 - b. The Employee's services with the Company are terminated; or

- c. The Employee is furloughed.
- 18. The Authorization for Payroll Deduction to be voluntarily executed will be signed by the Employee. It will stipulate the following authorizing language:
 - "I, (name of Employee) hereby authorize and direct my employer, Southwest Airlines Co., (SWA) to deduct from my wages for remittance to the authorized official or affiliate of the Aircraft Mechanics Fraternal Association periodic dues, initiation fees and/or assessments uniformly required as a condition of acquiring or maintaining membership in accordance with the provisions of the Union Shop Agreement between my employer and the Union. I further authorize and direct my employer to deduct from my wages for remittance, as set forth above, the total or balance of unpaid dues, assessments and/or initiation fees due and owing the Union at the time my employment with the above named employer ends."

"This authorization will not include fines and penalties. I agree that this authorization will be irrevocable for one (1) year from the date hereof or until termination of the Union Shop Agreement between my employer and the Union, whichever occurs sooner. If the Union Shop Agreement is terminated, this authorization may be revoked effective as of any anniversary date of the signing hereof, by written notice given to me by my employer and the Union by registered mail during the ten (10) days preceding any such anniversary. All amounts to be deducted from my wages will commence with the first regular dues deduction pay check following receipt by my employer of this notice."

SAVING CLAUSE

- 1. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions hereof, and they will remain in full force and effect.
- 2. In the event that any of the provisions of this Agreement me in conflict with or are rendered inoperative or unlawful by virtue of any duly enacted law or regulation or any governmental agency or commission having jurisdiction over the Company, the Union and Company will meet and negotiate changes necessary, pertaining only to those provisions so affected or directly related thereto.

APPRENTICE AMT PROGRAM

- 1. Program: The parties agree to the establishment of an Apprentice AMT Program (AAMTP) involving formal classroom training and task specific on the job training (OJT) in multiple work areas. To be eligible for consideration, applicants must have acquired their A&P licenses, and preferably less than twenty-four (24) months' experience in advanced aircraft maintenance. Individuals selected for participation in the AAMTP will be required to maintain passing grades of seventy percent (70%) or better and get satisfactory ratings on their monthly performance evaluations. The duration of the program will be twenty four (24) months for existing Southwest Airlines Employees, as well as any new hire individuals. The Apprentices will work approximately four (4) months in preselected work areas to be determined by Maintenance Training. All OJT training will be accomplished by Apprentice Lead Mechanics awarded through the bid process and the formal technical classroom training will be provided by Maintenance Training. The Apprentice Mechanic will be required to sign off all work performed during the duration of the program with the exception of signing off an Airworthiness Release in the Log Book. If after acceptance into the program the Apprentice fails to receive satisfactory performance evaluations or if written test scores fall below seventy percent (70%), the Apprentice will be dismissed from the program and employment terminated except as provided hereafter for covered Employees. Apprentices who are dismissed from the program for said reason or fail to complete probation (unless discharged for just cause) and who were members of a collective bargaining unit covered by an agreement between Southwest Airlines and AMFA prior to joining the Apprentice program will be returned to the category from which they came, in an open position. If no opening in said category is available, the Company will create a position. (The Apprentice who fails will not be returned to the previous classification, shift, and days off after the initial ninety (90) days in the program.) No one who fails the Apprentice Program or fails to complete the program will be eligible to participate in the program again.
- 2. Apprentice Qualifications: Prior to acceptance into the Apprentice AMT Program, applicants must pass a written and practical test with seventy percent (70%) accuracy. The purpose of the testing is to ensure the applicant has the minimum basic knowledge to be successful. The following procedures will be used:
 - a. Maintenance Training will administer all applicants' written and practical tests.
 - b. Testing will be scheduled prior to the start of each class, and posted by the program supervisor.

- c. Tests will include the basic Airframe, Powerplant and General System's category test questions. The Apprentice AMT applicant will be provided their score and test for review upon completion of the test.
- d. Practical test to include hardware removal and installation, torque, safety wiring, material identification, multimeter/ micrometer/dial caliper and tensiometer use.
- e. Applicants who pass the testing with a score of seventy percent (70%) or higher will be placed on the qualified candidate list posted by the program supervisor and made eligible to enter the program.
- f. An Applicant will be administered the test in this order: written section, then practical section. An Applicant that is successful in obtaining a seventy percent (70%) or higher on the written section will advance to the practical section. An applicant obtaining a seventy percent (70%) or higher on the written section but fails to obtain seventy (70%) or higher on the practical section will only be required to take the practical section during the next testing cycle. Applicants who fail will be able to test again prior to the start of the next class for which he is eligible.
- g. New hire applicants and internal non-covered applicants interview and selection will be coordinated through the People Department and Maintenance Training.
- 3. Eligibility of Apprentice Candidates: The qualified Employees who are in classifications covered by agreements between the Company and the AMFA/IBT Material Specialist ("Covered Employees") will be given priority consideration for all available vacancies in the program. The following procedures apply for the filling of vacancies:
 - a. Covered Employees who meet the requirements and have passed the minimum basic knowledge tests will be accepted in seniority order for vacancies in the program.
 - In choosing Applicants from the list which have successfully passed both sections of the test, those who are in classifications covered by agreements between the Company and AMFA or IBT Material Specialist ("Covered Employees") will be given priority consideration for all available vacancies in the program by Category Seniority Date as outlined in the Collective Bargaining Agreement.
 - b. Covered Employees selected for participation in the program will retain and accrue seniority in the category from which they advanced while in the program.

- c. Covered Employees who do not successfully complete the Program may return at that time to the category in which they were employed at the time of selection for the program (The Apprentice failing will not be returned to the previous classification, shift, and days off after the initial ninety (90) days).
- d. All internal applicants to be eligible for entry into the Program, must be currently active (not on Leave of Absence or Worker's Compensation) and have no more than three (3) occurrences and/or three (3) tardies within the previous twelve (12) months, and must have completed probation in their current positions. All AMFA covered applicants must perform their job responsibilities in a satisfactory manner for at least one (1) year before being eligible to start the program. All other applicants must perform their job responsibilities in a satisfactory manner for at least two (2) years before being eligible to start the program.

The Company will maintain a list of all Applicants that have successfully passed both sections of the Apprentice AMT test. This list will be revised after each testing cycle to reflect the correct order of eligibility for selection to enter the Apprentice AMT program for each Employee.

- e. All internal and new hire applicants will be made eligible for selection using the same minimum experience, test scores, and other selection criteria as established by Maintenance Training and the People Department.
- 4. Apprentice Selection Process: Maintenance Training will be responsible for the selection and notification of Apprentice Program candidates. The following procedures will apply:
 - a. Information of upcoming program vacancies will be sent out via the all Maintenance Base Visual Boards ninety (90) days prior to a class start date. A notification (posting/testing) will be made through the job posting system sixty (60) days prior to a class start date.
 - b. When qualified Covered Employees available are less than the available number of program openings, the Company may fill the openings with qualified internal applicants or will waive time limits for covered employees prior to selecting external applicants.
 - c. Qualified applicants will be notified of their selection status thirty (30) days prior to the start date of the new class.
 - d. Applicants must meet the requirements listed in #2, Apprentice Qualifications, and #3, Eligibility of Apprentice Candidates, prior to selection/admission into the program.

- e. Selection will be made in the order outlined in #3, Eligibility of Apprentice Candidates.
- f. Maintenance Training will notify the People Department of the status of tested candidates who are qualified for the program.
- g. Maintenance Training will maintain and update the lists of qualified applicants.
- 5. Apprentice Lead Mechanic Duties: The work of the Apprentice Lead Mechanic will include providing on the job training for the assigned apprentices, daily task reports, and monthly progress reports. The Apprentice Lead Mechanic will be required to work closely with the Apprentice Training Supervisor and the Apprentices ensuring training requirements for the specific areas are met. The responsibilities include but are not limited to:
 - a. Coordinating work with the other Lead Mechanics/ Supervisors for accomplishment of specific training requirements as outlined in the MPM.
 - b. Responsible for leading, instructing, mentoring, and observation of work being accomplished by assigned Apprentices.
 - c. Completion of daily task reports, OJT records, and progress reports.
 - d. Observe, advise, guide, and lead Apprentices and enlist the expertise of other Mechanics.
 - e. Apprentice Lead Mechanics will be trained in leadership skills and techniques.
 - f. Apprentice Lead Mechanics will be required to pass a trial period as per Article 10, paragraph 12.
- 6. Apprentice Duties: The work of an Apprentice will include all work generally recognized as an Aircraft Mechanic as listed in Article 4 and the Maintenance Procedures Manual (MPM). The work will be performed under the guidance, observation, and leadership of the Apprentice Lead Mechanic. The requirements include but are not limited to:
 - a. Apprentices must be willing to relocate to Dallas at their own expense.
 - b. Apprentices will be allowed to work line service duty under the observation and guidance of the Apprentice Lead Mechanic as scheduled by Maintenance Training.

- c. Apprentices are accountable for and must be capable of performing their assigned work in a timely manner. They must properly document and sign off all work performed according to the MPM.
- d. Assisting in the work of an Aircraft Mechanic as described in Article 4, paragraph 4 of the basic agreement.
- e. Apprentices will familiarize themselves with all sections of the Southwest Airlines MPM and applicable maintenance manuals throughout the term of the program.
- f. Apprentices will advise their Apprentice Lead Mechanic of their lack of expertise in an area and seek assistance when required.
- g. Apprentice Mechanics will adhere to the rules and procedures outlined in the MPM as well as all Company policies.
- h. Apprentices will comply with directives set forth from time to time by the Apprentice Lead Mechanic and Supervisors on duty.
- 7. Assignment of Duties: The Apprentice will be rotated through bid locations during the term of the program. The Apprentice will spend approximately four (4) months in each location and must have satisfactory performance evaluations in all categories prior to moving to the next assigned area. Maintenance Training will develop the rotation calendar and assign each new class. Apprentices will schedule time off requests through their Apprentice Lead Mechanic and Apprentice Program Supervisor. Apprentices will only be allowed to take vacation of eighty (80) hours in any one (1) assigned work area an Apprentice may not work overtime.
- 8. Appraisals: Apprentices will receive performance evaluations from the Apprentice Program Supervisor. The Apprentice must receive satisfactory ratings in all Categories during the scheduled bid location. Any Apprentice who is unable to achieve satisfactory ratings within the area will be removed from the program. Daily task report sheets will be utilized by the Apprentices to record tasks performed per the MPM. The Apprentice Lead Mechanic will be responsible for reviewing the work performed and making comments on the task sheets. The compilation of the task sheets will be used to formulate the monthly evaluation ratings. The Apprentice Program Supervisor and Apprentice Lead Mechanic will provide additional training and instruction to those who are having difficulty achieving satisfactory performance levels if requested by the Apprentice AMT. The Union will be notified of any AMT that falls below an overall satisfactory rating, or that has requested additional training. Any additional training will be performed during their normally scheduled work week.

- 9. Completion of Program: Upon successful completion of the Program, the Apprentice will be employed as a Mechanic, and placed on the Southwest Airlines Mechanic's seniority list and will be paid at the applicable new hire rate of pay for Mechanics. Except that an Employee whose pay is redlined pursuant to paragraph 10 of this article at a rate higher than the applicable Mechanic pay rate, plus license premiums, shift premium, and longevity pay in the Mechanical category ("Mechanic's pay"), will continue to be paid at the redlined rate until his Mechanic's pay would exceed the redlined rate. Approximately 30 days prior to the time the Apprentice successfully completes the program; a vacancy bid will be created and posted for bid as with any other permanent vacancy. The Apprentice will be awarded the station, bid location, shift and days off that are permitted by his seniority.
- 10. Rates of Pay: The base rates of pay for Apprentices will be as follows:

Base Rates of Pay per Hour for Apprentice Mechanics

	4/01/19	8/16/19	8/16/20	8/16/21	8/16/22	8/16/23
Effective Date						
Apprentice Mechanics	\$21.16	\$21.79	\$22.44	\$23.12	\$23.81	\$24.53

In addition to the foregoing rates of pay, except as provided below, the Apprentice will be entitled to applicable license premiums, shift premium, and longevity pay as provided in Article 14, Sections 10 and 11 and Article 15. An Employee who is covered by an Agreement between the Company and AMFA at the time he is selected for participation in the Program will not suffer a reduction in pay by reason of his selection except as provided below. Such Employee will, however, be redlined and not be entitled to pay increases until such time as the Employee's progression through the Program produces rates in excess of such Employee's redlined rate of pay. In calculating such Employee's applicable rate of pay, his rate of pay will be the higher of: (a) his preexisting hourly pay rate, plus his preexisting longevity pay (the "redlined rate"), or (b) the applicable pay rate under this paragraph, plus applicable license premiums, shift premium, and longevity pay. A person already in the Mechanical category will be paid no more than the rate of pay of the highest paid Apprentice whose pay has been redlined in accordance with the preceding sentence. If there are no redlined Apprentices, the Mechanic will be paid at the entry rate for Apprentices. In addition to the foregoing rates of pay, except as provided below, the Apprentice will be entitled to applicable license premiums, shift premium, and longevity pay as provided in Article 14, Sections 10 and 11 and Article 15.

- 11. <u>Limitations on Apprentices</u>: There will be a cap on the number of Apprentices that may be selected to participate in the Program not to exceed a total of 24 participants at any one time. The 24 participant cap may be waived by mutual agreement between the Company and AMFA. In addition to the foregoing limitation, it is agreed that there will be no reduction in force of Mechanics while Apprentices are on the payroll. In the event a reduction in force becomes necessary while Apprentices are on the payroll, the Apprentices will be reduced first.
- 12. Apprentices will not be subject to any probationary period upon transfer into the Mechanic classification.

DURATION OF AGREEMENT

This Agreement will become effective on the receipt by the Company of official notice of ratification of the Agreement, except as otherwise provided herein. This Agreement will thereafter continue in full force and effect through August 16, 2024, and will renew itself without change until each succeeding August 16, thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto, as early as August 16, 2023 and at least ninety (90) days immediately prior to August 16, 2024, or any August 16, thereafter, except that the wage rates shown in Article 15 will be effective in accordance with the dates shown.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ?? day of ?? Month, 2019, at Dallas, Texas.

FOR SOUTHWEST AIRLINES CO.	FOR THE AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

Date of Ratification: ????

LETTER OF AGREEMENT No. 1

This Letter of Agreement ("LOA") will confirm the understanding reached during recent discussions between Southwest Airlines Co. ("Southwest" or "Company") and the Aircraft Mechanics Fraternal Association ("AMFA" or "Union") regarding international outsourcing. WHEREAS the Company has requested the agreement of AMFA to allow international outsourcing; and

WHEREAS the Company, in return for being allowed to engage in international outsourcing of maintenance work, is willing to agree to the job protections provided for by this LOA; THEREFORE, the parties hereby agree as follows:

- 1. Pursuant to Article 2, Paragraph 9 of the collective bargaining agreement between Southwest and the mechanics and related employees as represented by AMFA ("CBA"), the Union hereby consents to the contracting out of the work set forth herein to international location(s) subject to the following terms and conditions.
 - a. The consent granted under this LOA is limited solely to the work to be performed by one (1) or more international vendor(s) of the Company's choosing ("selected international vendor(s)").
 - b. The work performed by the selected international vendor(s), will be limited to eight (8) lines of maintenance annually.
 - i. A maintenance line is defined as a planned sequencing of aircraft through vendor(s) for the purpose of conducting scheduled heavy maintenance checks.
 - ii. The Company will not outsource to the selected international vendor(s) any work beyond the eight (8) lines provided for herein (subject to 1(b)(iii) below) without the further consent of AMFA.
 - iii. The Union's consent granted to the Company to internationally outsource three (3) of the eight (8) maintenance lines set forth herein will remain in place for the duration of the current CBA and, unless extended or renegotiated by written agreement of the parties, will terminate upon ratification of any succeeding CBA.
 - c. The Company may change the selected international vendor(s) at its discretion.
 - d. The consent granted by this LOA will not, in any way, be construed as a change to Article 2, Paragraph 6 of the current CBA, and any additional international outsourcing

other than that granted by this LOA will require a separate consent agreement in accordance with the CBA.

- 2. Southwest Airlines Mechanics will continue to perform the existing four (4) Heavy lines that are currently being conducted at Southwest Airlines' facilities.
- 3. All current intermediate maintenance crews (e.g., CV/C-Check and Hangar RON) at current Southwest Airlines' facilities will continue until the date upon which a successor CBA is ratified. Thereafter, all current intermediate maintenance crews (e.g., CV/C-Check and Hangar RON) will continue but may be redistributed among other Southwest Airlines' facilities.
- 4. Except as otherwise agreed (i.e., SWA-3328 Agreement, LOA-3), the Company will provide the Union no less than sixty (60) days' notice of a reduction of headcount at any station for any reason other than an Act of God or the elimination of all scheduled service at such station. The notice provided to the Union will include all relevant information utilized by the Company in determining the necessity of the reduction. During the sixty (60) day period the parties will meet and discuss alternatives to the proposed headcount reduction, provided however, should the parties be unable to reach agreement as to the necessity or reasonableness of the reduction, either party may submit the issue to expedited arbitration (utilizing procedures to be determined). The Company will not implement the reduction until the decision of the arbitrator is rendered.
- 5. The Company agrees to assign one (1) AMFA Representative as a liaison to work with the Maintenance Planning Department. This representative will be responsible for the coordination of all outsource notifications between the Company and AMFA utilizing such methods as agreed upon by the parties.
 - a. If a dispute arises with regard to the nature of work being outsourced, notwithstanding Article 2, Paragraph 3.i, the Union will have fourteen (14) days from the date the aircraft is inducted at the maintenance facility, or from the date the Company adds to or modifies the scope of work to be performed on the inducted aircraft, for the timely filing of any grievance. During such periods where the representative is absent or unavailable (e.g., vacation, extended sick leave) the Union will be allowed to designate an alternate to perform the liaison function herein described.
 - b. All wages and benefits for the AMFA representative will be paid/provided by the Company. The AMFA representative will continue to accrue seniority per Article 9, Paragraph 13. The AMFA representative will be accountable to the Union and under

the direct supervision of Southwest Maintenance Planning Leadership. Both the Company and AMFA will meet and define roles and responsibilities for this position.

- 6. The Company agrees to maintain no less than an authorized headcount of 2.75, in the mechanic (aircraft, plant, ground support, lead and inspector) work group per aircraft ratio, provided however, such ratio will not include any aircraft that are operated on behalf of the Company by another air carrier in conjunction with any Code-Share or Marketing Agreement.
 - a. In the event the Company acquires, or is acquired by or transfers control of its operations to another carrier, AMFA and the Company, or the surviving carrier, will meet to determine any necessary adjustments to, or temporary relief from, the current ratio or to establish a new ratio. Notwithstanding the terms of this paragraph 6, nothing in this LOA will be construed as modifying Article 3 of the CBA.
 - b. In the event the Union's consent to the Company to internationally outsource three (3) of the eight (8) maintenance lines terminates in accordance with paragraph 1(b)(iii) herein, the Company's agreement to maintain no less than an authorized headcount of 2.75 in the mechanic work group per aircraft ratio, unless extended or renegotiated by written agreement of the parties, will also terminate upon ratification of any succeeding CBA.
- 7. The Company will not furlough any employee covered by the CBA as of the date of ratification. This protection will extend until the date upon which a successor CBA is ratified, and unless extended or renegotiated by written agreement of the parties, will terminate upon ratification of any succeeding CBA. This protection from furlough will not apply where the furlough is caused by an Act of God, a strike by another group of Employees within the Company, or other circumstances over which the Company has no control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, as of the date below, by their respective representatives thereunto duly authorized.

Date:	
For Southwest Airlines Co.	FOR AIRCRAFT MECHANICS FRATERNAL ASSOCIATION
BY:	By:
Title:	Title:

LETTER OF AGREEMENT No. 2

This Letter of Agreement (LOA) will confirm the understanding reached during recent discussions between Southwest Airlines Co. (the Company) and the Aircraft Mechanics Fraternal Association (AMFA or the Union) regarding Dallas Line work.

This LOA will remain in place for the duration of the current Southwest Airlines/AMFA Collective Bargaining Agreement (the CBA) and, unless extended or re-negotiated by written agreement of the parties, will terminate upon ratification of any succeeding CBA.

The below positions will be created in addition to current staffing/headcount levels and will remain in effect for the duration of this LOA.

The following positions would be realigned:

5-Day Line Relief: (Realigned positions consisting of the following:)

- 1- Day Line Relief Mon/Tues realigned to Day Sheetmetal Shop F/S
- 1- Day Line Relief Mon/Tues realigned to Day Sheetmetal Shop S/M
- 1- Day Line Relief Tues/Wed realigned to Day Structures Support S/S
- 1- Day Line Relief Wed/Thurs realigned to Day Structures Wed/Thurs
- 1- Day Line Relief Thurs/Fri realigned to Day Structures Thurs/Fri
- 4-Evening Line Relief: (Realigned positions consisting of the following:)
 - 1-Mon/Tues realigned to Evenings Structures Support S/S
 - 1-Mon/Tues realigned to Evenings Structures T/F
 - 1-Wed/Thurs realigned to Evenings Structures Wed/Thurs
 - 1-Thurs/Fri realigned to Evening Structures Thurs/Fri
- 1-Day Line: (Realigned positions consisting of the following:)

1-Mon/Tues realigned to Hangar RON Inspector Thurs/Fri/Sat

1-Evening Line: (Realigned positions consisting of the following:)

1-Mon/Tues realigned to Graveyard Structures Inspection Sun/Mon

Current Staffing levels + realigned headcount:

Structures: Day- 100 + 2 Evening-97 + 3 Structures Support- Day-10 + 1 Evening-9 + 1

Sheetmetal: Day-3 + 2

Inspection: HGR Ron- 5 + 1 Graveyard Structures- 14 + 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, as of the day and year first above written, by their respective representatives thereunto duly authorized.

Date:	
For Southwest Airlines Co.	For Aircraft Mechanics Fraternal Association
Ву:	By:
Title:	Title:

LETTER OF AGREEMENT No. 3

This Letter of Agreement (LOA) will confirm the understanding reached between Southwest Airlines Co. ("Southwest" or "Company") and the Aircraft Mechanics Fraternal Association ("AMFA" or "Union") regarding the opening of new line maintenance stations.

WHEREAS the Company has an interest in establishing new line maintenance stations and staffing those stations with AMFA aircraft maintenance technicians;

WHEREAS AMFA has an interest in providing its members the ability to work at any newly established line maintenance station and protecting those members in the event the Company decides to close those new line maintenance stations if flight frequency drops below the triggers set forth herein;

THEREFORE, notwithstanding any other provisions of the Southwest-AMFA collective bargaining agreement, the parties hereby agree as follows:

- 1. A line maintenance station is defined as a maintenance station staffed with day and evening shift Employees working through-flight service with no scheduled remain overnight ("RON") shift.
- 2. Any new line maintenance station opened by the Company following ratification of this Agreement will remain open for a minimum of three (3) years. This three-year time period will begin on the effective date of the first bid award in the new line maintenance station.
- 3. Should the level of flight activity at any newly opened line maintenance station fall below forty (40) departures per day, based on a rolling twelve (12) month average, the Company may elect to close the station.
- 4. In the event the Company elects to close any newly opened line maintenance station, pursuant to Paragraph 3 herein, it will provide Employees staffed at that station with a minimum of one (1) year advance notice of the intended closing.
- 5. Employees staffed in any newly opened line maintenance station that are affected as a result of the Company's closing of such station will exercise their seniority rights to change work facilities in accordance with Article 9 of the parties' collective bargaining agreement. The Company may elect, to lessen disruption throughout the system as a result of such Employee movement, to absorb excess Employees at any facility within the system.

- 6. All Employees staffed at a newly opened line maintenance station that are notified of the station's closing, pursuant to Paragraph 4 herein, will receive a lump sum payment of \$25,000.00 (less applicable withholdings). The Company will pay the lump sum amount to the effected Employee not later than thirty (30) days following notification of the station closing set forth in Paragraph 4 herein regardless of whether the Employee elects to move his residence. This payment is in addition to any applicable moving benefits provided by Article 19 of the parties' collective bargaining agreement that the Employee may be entitled to.
- 7. If the Company elects to close a newly opened line maintenance station as set forth herein, the location will become an "off-line city" not staffed with AMFA mechanics for purposes of remaining maintenance work at that location, and determination of covered work at those locations will be determined in accordance with the parties' collective bargaining agreement and the past practice thereunder.
- 8. The Company will be required to reopen any line maintenance station that was closed pursuant to the terms of this LOA when the flight frequency at that location rises above sixty (60) departures per day, based on a rolling twelve (12) month average.
- 9. The parties agree that the terms of this LOA are based only on the circumstances presented by the Company's opening and potential closing of new line maintenance stations, and therefore application of the terms of this LOA is limited solely to the circumstances set forth herein and do not constitute a waiver or diminution of any terms contained in the parties' collective bargaining agreement or the past practice established thereunder.
- 10. The terms of this LOA apply only to line maintenance stations opened following ratification and in no way affect or apply to any maintenance stations existing prior to or at the time of ratification.

Date:	
For Southwest Airlines Co.	For Aircraft Mechanics Fraternal Association
By:	By:
Title:	Title:

LETTER OF AGREEMENT No. 4

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Southwest Airlines Co. ("Southwest" or "Company") and the Mechanics and Related Employees in the service of Southwest as represented by the Aircraft Mechanics Fraternal Association ("AMFA" or "Union").

The purpose of this Letter of Agreement ("LOA") is to confirm the details of the Ratification Bonus, which is part of the Tentative Agreement and subject to membership ratification (if ratified, the "2019 Agreement" or "Agreement").

A. DEFINITIONS

- 1. <u>Actual Income</u> Income earned for Eligible Employees will be calculated based on 401(k) eligible compensation.
- 2. <u>Eligible Employee ("EE")</u> The following Employees will be eligible to receive a Ratification Bonus pursuant to the terms of this LOA:
 - a. Any Employee included within the AMFA seniority list at Southwest for any length of time since August 16, 2012 through March 31, 2019 (hereinafter referred to as the "Relevant Time Period")
 - b. The following categories of individuals will not be eligible for a Ratification Bonus payment under the terms of this LOA:
 - i. Individuals terminated by Southwest Airlines for cause during the Relevant Time Period; and
 - ii. Individuals who transferred to a management position during the Relevant Time Period.
 - iii. Individuals who transferred to management but returned as a Covered Employee will be included in the Ratification Bonus distribution only for the time spent as a Covered Employee during the Relevant Time Period.

The Company will withhold Ratification Bonus payments, in an amount to be determined by AMFA, for individuals terminated from employment prior to the

- c. end date of the Relevant Time Period (March 31, 2019) that have a grievance pending or are within the contractual time periods within which to file a grievance contesting termination.
 - i. In the event the applicable grievances are sustained or settled, and the individual is returned to employment with the Company or otherwise not terminated for cause (i.e., accepts settlement converting termination to voluntary resignation), the applicable Ratification Bonus will be paid to the EE no later than thirty (30) days following reinstatement of employment or otherwise not terminated for cause with Southwest.
 - ii. In the event the grievance(s) is denied or otherwise resolved and it is determined or agreed the individual was terminated for cause, the withheld amount will be placed in the Ratification Bonus payment to be distributed, in the manner determined by AMFA, to the remaining EE's no later than thirty (30) days following final resolution (e.g., sustained, denied, settled) of the last pending termination grievance.
- d. Compensation upon which a Ratification Bonus payment is determined for an EE on military leave will include USERRA deemed compensation without regard to whether such EE has returned to active service with the Company. The timing of payments for EE's on military leave will be the same as all other EE's. All other payments will be paid upon their return to active service with the Company in accordance with applicable law (e.g., USERRA).
- 3. <u>Ratification Bonus ("RB")</u> The Ratification Bonus will be determined by the Distribution Methodology as set forth by AMFA in <u>Exhibit A</u> to this LOA.
- 4. <u>Covered Employee</u> -- Any Employee during the Relevant Time Period covered by the terms and conditions of the collective bargaining agreement (and applicable Letters of Agreement) by and between Southwest and the Mechanics and Related employees in the service of Southwest as represented by AMFA for the period August 16, 2008 August 16, 2012 ("White Book").

B. RATIFICATION BONUS AMOUNT AND TIMING OF PAYMENT(S)

1. The total amount of payments made by the Company under this LOA will be one hundred sixty million dollars (\$160,000,000.00) and include only the Ratification Bonus paid to all EE's, as defined in Section A(2)-(3) of this LOA.

- 2. The Ratification Bonus will be distributed via the Company payroll system in two (2) installments as follows:
 - a. The first Ratification Bonus installment will be made by the Company no later than thirty (30) days following receipt of the Ratification Bonus Payment Distribution Schedule from AMFA as set forth in Section C(3) of this LOA;
 - b. The Second Ratification Bonus installment will be made by the Company no later than forty-five (45) days following final resolution (e.g., sustained, denied, settled) of the last pending termination grievance.

C. INFORMATION REVIEW

- 1. The Company will provide the following information to AMFA for its review:
 - a. An updated and current Seniority List as of March 31, 2019;
 - b. A list of EE's separated from employment during the Relevant Time Period;
 - c. A list of the EE's, and for each EE: The total amount of 401(k) eligible wages earned during the Relevant Time Period;
 - d. The combined 401(k) eligible wages for all EE's during the Relevant Time Period:
 - e. An indication for each EE, where applicable, for all income earned in a management capacity during the Relevant Time Period;
 - f. An indication for each EE, where applicable, for all non-step wage increases (i.e., "merit increases") for income earned as a Maintenance Controller or Technical Instructor during the Relevant Time Period.
- 2. The Company will provide the information in paragraph C(1), above, no later than 5:00 p.m. CDT on Friday, April 5, 2019.

AMFA will provide the Company with a Ratification Bonus Payment Distribution

- 3. Schedule for the first installment within thirty (30) days following DOR. If the Company estimates that the Ratification Bonus Amount will exceed one hundred sixty million dollars (\$160,000,000.00), the Company will provide a detailed accounting of its estimate within seven (7) days thereafter to AMFA for its review.
- 4. The Company will provide AMFA, no later than thirty (30) days following issuance of the first installment, with a full accounting detailing amounts paid in the first installment in order to prove compliance with Sections B(1) & B(2)(a) of this LOA and to facilitate the parties' compliance with Section A(2)(c) herein.
- 5. AMFA will provide the Company with a Ratification Bonus Payment Distribution Schedule for the second installment within fifteen (15) days following final resolution (e.g., sustained, denied, settled) of the last pending termination grievance to be distributed in accordance with Section B(2) of this LOA.
- 6. The Company will provide AMFA, no later than thirty (30) days following issuance of the second installment, with a full accounting detailing amounts paid in the second installment in order to prove compliance with Sections B(1) and B(2)(b) of this LOA.

D. RETIREMENT TREATMENT OF RATIFICATION BONUS

The Ratification Bonus will be eligible for 401(k) contributions, as applicable, in accordance with the applicable Articles of the parties' collective bargaining agreement ("CBA").

E. PROFIT SHARING TREATMENT OF RATIFICATION BONUS

- 1. The Ratification Bonus will be considered eligible compensation under the terms of the Profit Sharing Plan and the applicable Article(s) of the parties' CBA.
- 2. Paragraph E(1) of this LOA applies to Employees who are eligible to receive an allocation under the terms and conditions of the Profit Sharing Plan for the 2019 and/or 2020 plan year(s), whichever is/are applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, as of the day and year first above written, by their respective representatives thereunto duly authorized.

Date:	
For Southwest Airlines Co.	For Aircraft Mechanics Fraternal Association
Ву:	By <u>:</u>
Title	Title

EXHIBIT A

Ratification Bonus Methodology

A seven-step procedure will be used to determine the amounts to be distributed to the included Employees.

- 1) Data is requested by AMFA and pulled by Southwest Airlines.
- 2) Data is transmitted to AMFA and verified.
- 3) Define Wages Periods as:

```
"P1" - August 16, 2012 – August 15, 2013
```

"P2" - August 16, 2013 - August 15, 2014

"P3" - August 16, 2014 - August 15, 2015

"P4" - August 16, 2015 - August 15, 2016

"P5" - August 16, 2016 - August 15, 2017

"P6" - August 16, 2017 - August 15, 2018

"P7" – August 16, 2018 – March 31, 2019

- 4) For Maintenance Controller and Technical Training Instructor wages:
 - a. For each EE who earned wages as a Maintenance Controller or Technical Training Instructor, his/her first salary available since 2012 will be captured and imputed thereafter for each Wages Period. For each Wages Period subsequent, the imputed salary will increase by:

Period	P1	P2	P3	P4	P5	P6	P7
All-In Increas	2.441%	2.449%	2.457%	2.465%	2.473%	2.480%	2.487%

<u>Note</u> – in cases where the salary is per calendar year, the salary will be broken into Wage Periods by proportionally assigning the applicable calendar years. For example, Wage Period P2 salary = (138/365 * 2012 salary + 227/365 * 2013 salary).

and

ii. For EE Maintenance Controllers with less than ten (10) years of service on August 16, 2012, four percent (4.0%) for each Wage Period during the Relevant Time Period until ten (10) years of service.

and

- iii. For EE Technical Training Instructors with less than five (5) years of service on August 16, 2012, four and one-half percent (4.5%) for each Wage Period during the Relevant Time Period until five (5) years of service.
- b. Regular Wages: For each Wage Period, if actual regular pay was below the imputed salary above, the difference is captured. For a partial Wage Period worked, if the actual regular pay was below the imputed salary prorated by days worked, the difference is captured. Sum the Wage Periods.
- c. Overtime Wages: For each Wage Period
 - i. An hourly overtime rate will be determined by¹: 1.7*(imputed salary/2,080);
 - ii. Hours of overtime worked will be determined by: (actual overtime
 - iii. wages) / (1.7* actual salary / 2,080);
 - iv. Overtime Ratification Bonus will be determined by: the hourly overtime rate * overtime hours worked actual overtime wages.
 - v. Sum the Wage Periods.

Overtime blended rate of 1.7 is used to blend 1.5x, 2x, 3x overtime rates.

- 5) Non-Maintenance Controller or Technical Training Instructor wages:
 - a. \$145,500,000 less the total amount of Step (4) above will be proportionally divided among the Wages Periods by assigning Top of Scale ("ToS") wage rate to each year to estimate the total gross 401(k) wages earned in each period. The period ToS "all-in" wage (i.e., base wage, licenses, and maximum longevity for an AMT) will be set by "un- compounding" the 20 % snap-up from August 16, 2012 April 1, 2019.

Period	P1	P2	Р3	P4	P5	P6	P7
ToS Wage	\$ 44.57	\$ 45.66	\$ 46.79	\$ 47.94	\$ 49.12	\$ 50.34	\$ 51.60
% of Step 5 Amount	2.42%	6.449	6 10.72%	15.62%	20.63%	25.30%	18.87%

- b. Each included Employees' period 401(k) eligible wages plus USERRA pay as per the LOA paragraph A(2)(d) will be divided by the period pool above to determine the Employee's period share (rounded to 10 decimal places). Calendar year USERRA wages will be allocated to respective Wage Periods by Periods by proportionally assigning the applicable calendar years. For example, Wage Period P2 USERRA wages = (138/365 * 2012 USERRA wages + 227/365 * 2013 USERRA wages).
- a. Each Employee's period share will be multiplied by the period pool to determine the Period Amount and the Period Amounts will be summed to determine the bonus applicable for non-Maintenance Controller / Technical Training Instructor wages.
- 6. The agreed total Ratification Bonus less the amounts of Step (4) and Step (5) will be divided proportionally by all Covered Employees as of March 31, 2019, prorated by the days spent as a Covered Employee since August 16, 2012.
- 7. The amounts of Step 4, Step 5 and Step 6 will be summed to determine the EE's Total Ratification Bonus.
- 8. The amounts will be verified by AMFA.

Appendix A

MAINTENANCE CONTROLLERS

PREAMBLE

This Appendix A to the Collective Bargaining Agreement between Southwest Airlines and the Mechanics in the service of Southwest Airlines as represented by the Aircraft Mechanics Fraternal Association ("Agreement") is intended solely to set forth certain terms and conditions of employment, which are unique to and therefore applicable only to the Maintenance Operations Center Team Lead and Maintenance Controller classifications. Unless otherwise expressly set forth within this Appendix, all terms of the parties' collective bargaining agreement will apply with full force and effect to the Maintenance Operations Center Team Lead and Maintenance Controller classifications.

Paragraphs 3(a) and 5 contained within Letter of Agreement No. 5 ("LOA No. 5") entered into between the parties in 2011, which is attached to this Appendix as Exhibit A, will remain in full force and effect for the duration of the parties' Agreement and will become amendable upon the amendable date of the parties' CBA.

ARTICLE 4 – Classifications

1. MOC (Maintenance Operations Center) TEAM LEAD

An MOC Team Lead will be a Maintenance Controller who, as a working member of the group, is charged with the responsibility of leading, directing, on-the-job training, and approving the work of the other members of the group including, but not limited to, assigning tasks to individual members of the group, interfacing between the Supervisors and/or Managers and the group members, providing technical support and advice to the group members, coordinating with Management on staffing and overtime, checking and updating progress on tasks and ready times, researching technical issues (e.g., CDCS, AHM, MBF) for the group, final return to service determination for service interruptions and coordination with MOC shift Supervisor of maintenance requirements related to significant events.

When one (1) or more Maintenance Controllers are on duty on the same shift, one will be a Team Lead and no Team Lead will be required to lead and direct the work of a group totaling more than seven (7) other on-duty Maintenance Controllers.

2. MAINTENANCE CONTROLLER

Maintenance Controllers will possess a valid FAA A&P certificate and their duties will include all work customarily performed by Maintenance Controllers in the past, including but not limited to duties generally recognized as Maintenance Controller work and those described below:

- A. The work of a Maintenance Controller will consist of the performance of maintenance control functions which includes researching technical issues and providing of technical and logistical support for aircraft maintenance, compliance with regulatory materials and Company maintenance/operational manuals and procedures, monitoring of all unscheduled events and maintenance being performed on all aircraft, provides direct oversight of on-call maintenance providers, the issuance and control of maintenance discrepancies (e.g., MEL, CDL, ETOPS, CATIII Alert recommendations), the research and preparation of reports pertaining to a Maintenance Controller's assigned fleet activities. Changes to the work of a Maintenance Controller not typically performed by such positions in the industry (e.g., CCRI work from Records, MCULOK2 work from Planning) must be mutually agreed to by the Company and designated MOC Shop Representative.
- B. Maintenance Controllers must be capable of performing the duties described above in connection with the Maintenance Controller work assigned.

<u>ARTICLE 5 – Hours of Service</u>

1. All Maintenance Controller shifts will be either eight (8), ten (10), or twelve (12) hours in duration (inclusive of a lunch period and breaks) as required to support the operation, and as determined by Departmental Leadership.

12-hour shifts

Starting time for twelve (12) hour shifts will be as follows:

- A. Day Shift will start no earlier than 5:00 am and no later than 7:00 am.
- B. Graveyard shift will start no earlier than 5:00 pm and no later than 7:00 pm.
- C. No Maintenance Controller will be scheduled to work more than four (4) consecutive days.

D. For each Controller who has bid a 12-hour shift, the standard pay will remain at 2080 hours per year. It is also recognized that with the 12-hour schedule, the Controller will be scheduled to work above the standard 2080 hours. The difference of those hours will result in additional vacation allotment as outlined in Article 11. The Controller will receive an additional three (3) hours pay at the regular rate of pay each pay period the Controller is regularly scheduled on a twelve (12) hour shift.

2. Relief Controllers

- A. Will be paid one-hundred-and-eighty (180) hours straight time per month (equivalent to fifteen (15) twelve-hour shifts).
- B. As required for schedule coverage, may be scheduled up to one-hundred-and-eighty (180) hours.
- C. Will not be required to work more than five (5) consecutive days.
- D. If scheduled to work five (5) consecutive days, will be scheduled for at least forty-eight (48) hours off before the next scheduled shift.
- E. Will be provided a minimum of forty-eight (48) hours' time off when scheduled to transition from a twelve (12) hour graveyard shift to a twelve (12) hour day shift.
- F. Will be scheduled off at least one (1) weekend (Sat-Sun) each month.
- G. Schedule will be posted and can only be changed with a minimum two (2) weeks' notice by e-mail or one weeks' notice by phone. If Relief Controller is not scheduled to work prior to one week (7 calendar days) preceding the change, he will be notified via phone call.
- H. Will not be required to work a scheduled off day with less than seven (7) days' notice.

ARTICLE 6 – Overtime and Holidays

1. Employees on a twelve (12) hour day will be paid an hourly rate of time-and-one-half for the first twelve (12) hours worked on any one of the regularly scheduled days off.

- 2. Employees on a twelve (12) hour day will be paid an hourly rate of double-time for:
 - A. All time worked in excess of twelve (12) consecutive hours, regardless of the starting of such work.
 - B. All hours in excess of twelve (12) hours worked during the first one of the regularly scheduled days off each week.
 - C. For all time worked on the second regularly scheduled day off in a work week, if two hours or more of the first day off was also worked, and for all hours worked on any subsequently scheduled work day off if any portion of the previous regularly scheduled work days off have been worked.
- 3. Maintenance Control overtime will only be worked by Maintenance Controllers, and Maintenance Controllers will not work overtime in any other bid location.
- 4. Maintenance Controller time on duty will not exceed sixteen (16) consecutive hours, with a minimum of eight (8) hours scheduled off after sixteen (16) consecutive hours worked.
- 5. Overtime will be awarded to the Employee with the lowest accumulated overtime hours in the overtime callout book.
 - A. In the event of a tie (two or more qualified Employees have accumulated the exact same number of overtime hours), the work will be awarded to the senior Employee.
 - B. Probationary Employees will not be eligible to work overtime during the first ninety (90) days of probation unless the overtime call-out list has been exhausted. Employees completing the first ninety (90) days of probation will be averaged into the overtime list. Employees transferring in will be eligible to work overtime following release by a Supervisor to work alone or after one hundred eighty (180) hours worked in the department, whichever occurs first. Employees transferring into Maintenance Control will be averaged into the overtime list.
 - C. The Company will maintain an overtime list which will be used to track the overtime opportunities made available to each Employee.
 - D. Where an Employee is offered an overtime opportunity and declines, he will be treated as having worked the overtime for purposes of the overtime calculation.

- E. The overtime list will be available to Employees and to the Union for review. The list will be zeroed out each December 31st.
- F. There is no requirement to balance overtime hours between Employees so long as Employees are offered overtime per the overtime list.
- G. The Company is not required to utilize the "Overtime Call-Out System" (OTCS) when calling overtime for Maintenance Control.

6. Holidays

Floating holidays used for time off by Relief Controllers will include an additional day off immediately preceding and following the bid day off.

ARTICLE 7 – Training

In addition to MPM-required training, the Company will offer each Maintenance Controller at least one (1) shift of "observation" training in an operational environment (e.g., operational familiarization flights, aircraft maintenance operations) each 24-month period. Fleet type or desk specific training will be offered and filled in seniority order with priority given to Controllers assigned to work the effected fleet type or desk.

<u>ARTICLE 8 – Field Service</u>

- 1. Maintenance Controllers regularly scheduled for twelve (12) hour days who engage in emergency field service will be paid in accordance with Article 6 of this Appendix.
- 2. Notwithstanding Article 6, paragraph 4 of this Appendix, a Maintenance Controller's time on duty while engaged in emergency field service will not exceed twenty-four (24) consecutive hours, with a minimum of eight (8) hours scheduled off after twenty-four (24) consecutive hours worked.

ARTICLE 10 – Filling of Vacancies

- 1. Vacancies in the Maintenance Controller classification will be filled as follows:
 - A. Vacancies will be bulletined on SWALife for a minimum of seven (7) days.
 - B. Successful Bidders of a bulletined vacancy will be assessed and tested by a committee consisting of the following:

- 1. Two covered employees appointed by AMFA currently working as a Maintenance Controller or Lead Maintenance Controller.
- 2. Two Departmental Leaders.
- C. Eligible candidates will be subject to a technical assessment to include any combination of oral, practical, or written testing to be mutually agreed upon and administered by a team of Management and Union representatives and to include a scoring protocol with a pre-defined minimum score to be determined eligible.
- D. Eligible candidates that obtain the minimum pre-defined score will be considered qualified Employees for the purpose of this article. The award will be made to the senior qualified Employee who bid for the position.
- E. Qualifications will be valid for a period of one (1) year.
- F. If the vacancy is not filled through the procedure outlined above the Company may choose to hire a new Employee for the position.
- G. A successful bidder of a Maintenance Control position will hold the job to which he is assigned for a fair and reasonable period of time not to exceed one hundred eighty (180) days (consecutive) on a trial basis in order to demonstrate his ability to perform the work required for the job. If the Employee fails to demonstrate the ability to perform the work required for the job, he will return to his previous assignment. If the Employee's prior assignment is no longer available the Company will create a new position on the same shift and with the same days off to mirror the previous assignment.
- 2. A MOC Team Lead vacancy will be bid and filled by a qualified Controller from within the Maintenance Controller classification.
 - A. Qualification to be considered for a Team Lead vacancy will consist of 24 hours on-the-job training (OJT) by another Team Lead and at least 180 hours as a bump-up Team Lead, after which, at least two current Team Leads must provide written verification that the Controller has demonstrated the ability to satisfactorily perform the Team Lead function.
 - B. Team Lead OJT will be awarded based on seniority to Controllers that express interest. The Company will ensure at least two (2) Controllers have current Team Lead training at any given time.

- C. Team Lead OJT will remain current for a period of one (1) year. Bump-up Team Lead time will not expire.
- D. Temporary vacancies in MOC Team Lead jobs will be filled by seniority preference of the qualified people on duty in the work group on a daily basis regardless of the length of the temporary vacancy.
- E. Employees awarded a Maintenance Controller position will be ineligible for bidding to other categories/classifications for a period of one (1) year unless authorized by department Manager or Director.
- 3. Any Employee awarded a bid job outside of the Maintenance Control will be placed on said job within thirty (30) days unless an extension is mutually agreed to by the Union and the Company. No more than one (1) Employee will be awarded a bid out of Maintenance Control within a ninety (90) day period. If additional Employees are awarded a bid out of Maintenance Control within such (90) day period, the effective date of the award may be delayed for a period not to exceed one hundred twenty (120) days. If the bid involves a promotion, the rate of pay and seniority will start immediately upon award if the job involves an existing vacancy. If the job involves an anticipated vacancy, the posting will state an award date. In such case the award and pay will start on the stated award date.
- 4. For bidding purposes, a successful bidder of a bulletined job covered by this Agreement will be considered to hold the job from the award date of the bid, not the effective date of the bid.

ARTICLE 11 – Vacations

1. Beginning in the year following their first anniversary with the Company, Maintenance Controllers scheduled to work twelve (12) hour shifts will be allotted vacation as follows: Employees regularly scheduled to work twelve (12) hour shifts will be entitled to vacation as follows:

January 1 following first	144 hours (12
anniversary	days)
January 1 following fifth	180 hours (15
anniversary	days)
January 1 following tenth	228 hours (19)
anniversary	

January 1 following	264 hours (22
eighteenth anniversary	days)

- 2. Vacation used by Relief Controllers will include the day preceding and day following the bid day off. If a Relief Controller bids multiple vacation days consecutively, the duration of the time off will include the equivalent of a day before and a day after each requested vacation day for the first four consecutive vacation days. The fifth and subsequent consecutive vacation days will include one additional day off for each vacation day. For example: a bid for three (3) vacation days would result in nine (9) consecutive days off; a bid for four (4) vacation days would result in twelve (12) consecutive days off; a bid for five (5) vacation days would result in fourteen (14) consecutive days off. For the purpose of this paragraph, a new string of consecutive vacation days will begin following four (4) days of a regular schedule.
- 3. Vacation slots will be maintained at a ratio of no less than twelve percent (12%) of the total covered Employees within the Maintenance Control Department each day, rounded to the nearest whole number.

ARTICLE 12 – Leaves of Absence

The Union will provide at least five (5) days' notice before a Maintenance Controller accepts a temporary position with the Union and at least thirty (30) days' notice before a Maintenance Controller accepts a full-time position with the Union.

ARTICLE 24 – General and Miscellaneous

Appearance Standards

Controllers will abide by the general appearance code for maintenance employees.

EXHIBIT A

Letter of Agreement No. 5

This is to confirm the discussion between Southwest Airlines and the Aircraft Mechanics Fraternal Association with regard to incorporating the Maintenance Control employees into the Collective Bargaining Agreement between the parties covering the Company's Mechanic employees (the Agreement).

- 1. The rates of pay applicable to Maintenance Controllers shall be the same as those in existence as of April 1, 2011, unless and/or until modified by mutual agreement of the parties, provided, however the Company shall continue to provide annual increases in the rates of pay in accordance with the methods historically utilized to determine wage increases, and;
- 2. The insurance benefits and profit sharing percentages offered to non-contract Employees will be applicable to Maintenance Controllers until modified by mutual agreement of the parties.
- 3. Rules and Working Conditions:
 - a. The rules and working conditions applicable to Maintenance Controllers shall be those in existence as of April 1, 2011, as reflected in, but not limited to, the Maintenance Control Department Administrative and Training Guide dated September 2010 as amended, unless and/or until modified by mutual agreement of the parties.
 - b. In addition, the parties understand and agree that the following provisions of the Mechanics agreement shall be extended to include the Maintenance Controllers: Article 1, Purpose of the Agreement; Article 2, Scope of Agreement; Article 3, Status of the Agreement; Article 21, Grievance Procedure; Article 22, Arbitration; Article 24, General and Miscellaneous except for Paragraph 16; Article 25, Union Representation; and Article 26, Union Security. It being expressly understood by both parties that no other provisions of the Mechanics agreement shall be extended, pursuant to this Letter of Agreement, to include the Maintenance Controllers other than those listed above.
- 4. The filling of vacancies during the term of this Letter of Agreement will be in accordance with current practice, procedures and Guidelines for Employees.
- 5. Article 9, Seniority, paragraph 2 shall be modified to read:

Mechanical Category – Shall include Employees in the classification of Inspector, Aircraft Mechanic, Ground Equipment Mechanic, Plant Maintenance Mechanic, Lead Mechanic and Lead Inspector where applicable, and Maintenance Controller and Lead Maintenance Controller. Notwithstanding the definition of seniority set forth above in this paragraph 2, those periods of time prior to March 2011 during which an Employee worked as a Maintenance Controller or Lead Maintenance Controller shall not be

included in determining such employee's category seniority, provided, however, that an Employee working as a Maintenance Controller or Lead Maintenance Controller at Southwest Airlines as of March 2011 shall have their length of service in those positions counted towards their total classification seniority during such periods of time as they are working as a Maintenance Controller and/or Lead Maintenance Controller. Should such Employee subsequently bid a position within the category other than Maintenance Controller or Lead Maintenance Controller, time worked in either of those positions prior to March 2011 shall not to be included in determining such Employee' category seniority.

6. This LOA will remain in place for the duration of the current Southwest Airlines/AMFA Mechanics Collective Bargaining Agreement (the CBA) and shall become amendable on August 16, 2012, pursuant to the parties' intent to incorporate all terms of employment relating to Maintenance Controllers in the Mechanics Agreement.

AGREED TO

Jim Sokol

Vice President Maintenance Operations

Southwest Airlines Co.

Floyd **Course** Assistant National Director

Aircraft-Mechanics Fraternal Association

Appendix B

TECHNICAL INSTRUCTORS

PREAMBLE

This Appendix B to the Collective Bargaining Agreement between Southwest Airlines and the Mechanics in the service of Southwest Airlines as represented by the Aircraft Mechanics Fraternal Association ("Agreement") is intended solely to set forth certain terms and conditions of employment, which are unique to and therefore applicable only to the Technical Instructor classification. Unless otherwise expressly set forth within this Appendix, all terms of the parties' collective bargaining agreement will apply with full force and effect to the Technical Instructor classification.

Paragraphs 3(a) and 5 contained within Letter of Agreement No. 6 ("LOA No. 6) entered into between the parties in 2011, which is attached to this Appendix as Exhibit A will remain in full force and effect for the duration of the parties' Agreement and will become amendable upon the amendable date of the parties' CBA. In addition, the Memorandum of Understanding (MOU) dated June 5, 2014, is incorporated by reference to this Appendix and attached as Exhibit B.

ARTICLE 4 – Classification

1. TECHNICAL INSTRUCTOR

The work of a Technical Instructor will include work generally recognized as technical (e.g. aircraft systems, sheet metal, composites, avionics, , brake riding) and non-technical (e.g., paper work, power industrial truck (PIT), Human Factors, respirator, safety, CDCS training, CFR related training) training provided to SWA Technical Operations Employees and Internal Designees. Technical Instructors may also provide training as outlined above for individuals not covered under this agreement as directed by supervision. Internal Training Designees or Southwest Mechanics that are qualified in accordance with the MPM (Training Designee Policy) may provide On-the-Job-Training (OJT) and certification (e.g., Run Taxi, CAT III, PIT). Original Equipment Manufacturer (OEM), non-technical training (e.g. Hazmat, Ground Service Equipment (GSE), or training requiring specialized certification to include NDT, may be performed by individuals other than Technical Instructors. The work of a Technical Instructor will also include work generally recognized as training provided to On-

Call Maintenance providers, Airframe Essential Maintenance Providers/Designees and any other Aircraft Maintenance related training class directed by Supervision.

Using an Instructional System Design Process, Technical Instructors, with direction from supervision, will determine new course content and revisions to existing course content with design support (e.g., student guides, formatting suggestions) from other sources. Upon Supervisor/Manager approval, new course or course revisions may be sent to other sources (e.g., SWA University (internal), JetPubs (external) for appropriate formatting such as CBT, video, posters, courseware (books) and presentations.

Technical Instructors will be responsible for the administration, evaluation and maintaining proper confidentiality of all examinations administered in the training room environment. Technical Instructors, with direction from supervision, will also accomplish testing, and implement training curriculums including but not limited to all classroom training in:

- a. Training emphasizing system operation and troubleshooting;
- b. Training curriculums to provide special authorization of AMT's;
- c. Training required by governmental regulations (e.g., FAA, OSHA, EPA);
- d. Training required by CASS board and reliability findings;
- e. Training required to support Technical Operations Department operationally (e.g., CDCS, OJT);
- f. Non-technical training in support of Technical Operations Department goals may be performed with the Unions consent. This consent will not be unreasonably denied.

Technical Instructors will also act as Subject Matter Experts (SMEs) for computer based training courseware development; and may provide assistance with aircraft troubleshooting; and/or contribute to a maintenance newsletter and other routine, proactive communication materials directed to Southwest Airlines Technical Operations Department.

ARTICLE 5 – Hours of Service

Management will have discretion to create the quarterly schedule and will provide a draft of the schedule to Employees via e-mail no less than two (2) weeks prior to implementation. Employees will have one (1) week following receipt to submit changes to the schedule. Management will make reasonable best efforts to address the Employee(s)' requested changes.

Management will make reasonable best efforts in creation of each quarterly schedule to equalize the distribution of off-shift training (i.e., training scheduled outside the normally scheduled shift) between qualified Employees.

ARTICLE 6 – Overtime and Holidays

The following procedure will be followed in administering the Technical Instructor overtime list:

- a. In the event of a tie (two or more qualified Employees have accumulated the exact same number of overtime hours), the work will be awarded to the senior Employee.
- b. Probationary Employees will not be eligible to work overtime during the first ninety (90) days of probation unless the overtime call-out list has been exhausted. Employees completing the first ninety (90) days of probation will be averaged into the overtime list.
- c. The Company will maintain an overtime list, which will be used to track the overtime opportunities, made available to each Employee.
- d. Where an Employee is offered an overtime opportunity and declines, he will be treated as having worked the overtime for purposes of the overtime calculation.
- e. The overtime list will be available to Employees and to the Union for review.

 The list will be zeroed out each December 31st.
- f. There is no requirement to balance overtime hours between Employees so long as Employees are offered overtime per the overtime list.
- g. The Company is not required to utilize the "Overtime Call-Out System" (OTCS) when calling overtime for the Technical Instructor classification.
- 1. <u>With prior Management approval</u>, Employees may report up to one (1) hour early and/or remain beyond their scheduled training class without being subject to the overtime callout procedures set forth in this Appendix.
 - a. No later than December 7 of the preceding year an Employee may elect to designate the Columbus Day and President's Day holidays as additional floating holidays, in lieu of such fixed holidays. A floating holiday may be used on a fixed

holiday which has been traded for a floating holiday by the Employee.

- b. If an Employee has traded a fixed holiday for a floating holiday and such Employee is not required to work on the fixed holiday, such Employee will be given the day off without pay.
- c. If an Employee chooses to trade a generally recognized holiday for a floating holiday, the Holiday Bonus (straight time) will be paid on the floating holiday. In such a situation, however, all holiday scheduling and premium pay provisions will apply on the generally recognized holiday and not on the floating holiday.
- d. Requests for floating holidays to be taken during the following year may be submitted no later than December 20 of the preceding year. Such requests will be granted in seniority order. Requests for floating holidays requested after December 20 requires adequate notice and will be granted based on operational needs.

ARTICLE 7 – Training

Where training is available to members of the Technical Instructor classification, classes will be posted as soon as possible but not later than fourteen (14) days prior to the start of training. Training will be offered by seniority preference to qualified instructors. For training that could not be assigned during the quarterly calendar development (e.g., short-notice or no-notice training opportunities) training will be offered by seniority preference to qualified instructors not scheduled to teach update or develop a course during the time of the offered training or not currently engaged in receipt of a training course. Written notification of awarded training will be provided to the attendee as soon as possible but not less than ten (10) days prior to start of the class.

Technical Instructors required to attend training away from their base will be reimbursed for meals and incidental expenses (M&IE) in accordance with the Southwest Airlines Co. & Affiliates Company Business Travel Policy.

ARTICLE 8 – Field Service ("Field Training")

1. When an employee covered by this Agreement is required by the Company to conduct training work away from his base station on his regularly scheduled workdays, he will be paid for such work on the same basis as at his base station,

with a minimum of eight (8) hours at the straight time rate of pay for each twenty-four (24) hour period.

- a. All time in excess of eight (8) hours, in any one day spent in working and/or traveling will be paid at the applicable overtime rate of pay. When Technical Instructors travel away from their domicile on their regularly scheduled day, travel time will begin one (1) hour prior to the scheduled flight time and end one (1) hour after the actual arrival time and will be paid at the applicable rate of pay. Employees required to travel on a scheduled day off will receive eight (8) hours at their applicable overtime rate of pay.
- b. Upon completion of his training assignment or other Company required business, the Employee will return to his base station in accordance with the instructions received at the time he left his base, or in accordance with the instructions he receives in the field, and he will be compensated for the return trip at the applicable rate of pay.
- c. Where transportation, meals and lodging are not provided by the Company, reasonable and actual expenses will be allowed in accordance with the Southwest Airlines Co. & Affiliates Company Business Travel Policy.
- d. For assignments of greater than five (5) days away from base station, the Company will also reimburse employees for reasonable laundry expenses.
- e. Within thirty (30) days after returning to his home base or at the close of each week in the event the employee is away for a period longer than one (1) week, the employee will submit an expense report in accordance with Southwest Airlines Co. & Affiliates Company Business Travel Policy.
- 2. The Sr. Manager/Manager(s) of Technical Training or his designee will be responsible for the distribution of training assignments, away from home location, based on instructor qualifications and availability. Training opportunities will be offered as equally as possible among eligible employees.

ARTICLE 10 – Filling of Vacancies

- 1. Vacancies in the Technical Instructor classification will be filled as follows:
 - a. Vacancies will be bulletined on SWALife for a minimum of seven (7) days.

- b. Successful Bidders of a bulletined vacancy will be assessed and tested by a committee consisting of the following:
 - 1. Two covered employees appointed by AMFA currently working as a Technical Instructor.
 - 2. Two Departmental Leaders.
- c. Eligible candidates will be subject to a technical assessment to include any combination of oral, practical, or written testing to be mutually agreed upon and administered by a team of Management and Union representatives and to include a scoring protocol with a pre-defined minimum score to be determined eligible.
- d. Eligible candidates that obtain the minimum pre-defined score will be considered qualified Employees for the purpose of this article. The award will be made to the senior qualified Employee who bid for the position.
- e. Qualifications will be valid for a period of one (1) year.
- f. If the vacancy is not filled through the procedure outlined above the Company may choose to hire a new Employee for the position.
- g. Upon filling a vacancy in Technical Instructor, the successful candidate will be subject to a one-hundred-and-eighty (180) day assessment period in which to demonstrate his ability to satisfactorily perform the duties of a Technical Instructor. If the Employee is unable to satisfactorily perform the Technical Instructor duties during the assessment period his employment will be terminated except as provided in paragraph H below for covered Employees.
- h. Technical Instructors who are dismissed for said reason or fail to complete probation (unless discharged for just cause) and who were members of a collective bargaining unit covered by an agreement between the Company and AMFA prior to joining the Technical Instructor classification will be returned to his/her previous assignment. If the Employee's prior assignment is no longer available, the Company will create a new position on the same shift and with the same days off to mirror the previous assignment.

- 2. No more than one (1) Employee will be awarded a bid out of the Technical Instructor classification within a ninety (90) day period. If additional Employees are awarded a bid out of the Technical Instructor classification within such (90) day period, the effective date of the award may be delayed for a period not to exceed one hundred twenty (120) days.
- 3. Any Employee awarded a bid job outside of the Technical Instructor classification will be placed on said job within ninety (90) days unless an extension is mutually agreed to by the Union and the Company. If the bid involves a promotion, the rate of pay and seniority will start immediately upon award if the job involves an existing vacancy. If the job involves an anticipated vacancy, the posting will state an award date. In such case the award and pay will start on the stated award date.
- 4. For bidding purposes, a successful bidder of a bulletined job covered by this Agreement will be considered to hold the job from the award date of the bid, not the effective date of the bid.

ARTICLE 11 – Vacations

For all vacation not bid in accordance with the annual vacation bid process set forth in Article 11, Paragraph 7 of the Agreement, the following provisions will apply to the Technical Instructor Classification.

- a. Six (6) weeks prior to each quarterly schedule being finalized, Instructors will be asked via e-mail their time off requests for that quarter. They will have a minimum of seven (7) calendar days to reply. No reply is interpreted for the purposes of scheduling as no vacation time is requested for that quarter.
- b. Subsequent to paragraph (a) above, vacation requests will be granted as long as they do not interfere with the final schedule. The total number of Technical Instructors off for vacation or floating holidays on any given day will not exceed three (3), except during holiday weeks or providing the final schedule permits.
- c. No more than two (2) consecutive calendar weeks of vacation will be awarded in any quarter unless approved by Management.

ARTICLE 24 – General and Miscellaneous

1. Article 24, Paragraph 16 (Shift/Day Trades) of the Agreement will not apply to the Technical Instructor Classification.

2. The parties will meet and confer prior to the Company instituting any substantive changes to the appearance code applicable to Technical Instructors.

EXHIBIT A

LETTER OF AGREEMENT

between

SOUTHWEST AIRLINES CO.

and the Mechanics represented by the AIRCRAFT

MECHANICS FRATERNAL ASSOCIATION Letter of

Agreement No. 6

This is to confirm the discussion between Southwest Airlines and the Aircraft Mechanics Fraternal Association with regard to incorporating the Maintenance Technical Instructors employees into the Collective Bargaining Agreement between the parties covering the Company's Mechanic employees (the Agreement).

- I. The rates of pay applicable to Maintenance Technical Instructors shall be the same as those in existence as of April 1, 2011, unless and/or until modified by mutual agreement of the parties, provided, however the Company shall continue to provide annual increases in the rates of pay in accordance with the methods historically utilized to determine wage increases, and:
- 2. The insurance benefits and profit sharing percentages offered to non-contract Employees will be applicable to Maintenance Technical Instructors until modified by mutual agreement of the parties.
- 3. Rules and Working Conditions:
 - a. The rules and working conditions applicable to Maintenance Technical Instructors shall be those in existence as of April I, 2011.
 - b. In addition, the parties understand and agree that the following provisions of the Mechanics agreement shall be extended to include the Maintenance Technical Instructors: Article 1, Purpose of the Agreement; Article 2, Scope of Agreement; Article 3, Status of the Agreement; Article 21, Grievance Procedure; Article 22, Arbitration; Article 24, General and Miscellaneous except for Paragraph 16; Article 25, Union Representation; and Article 26, Union Security. It being expressly understood by both parties that no other provisions of the Mechanics agreement shall be extended, pursuant to this Letter of Agreement, to include the Maintenance Technical Instructors other than those listed above.
- 4. The filling of vacancies during the term of this Letter of Agreement will be in accordance with current practice, procedures and Guidelines for Employees.

5. Article 9, Seniority, paragraph 2 shall be modified to read:

Mechanical Category-Shall include Employees in the classification of Inspector, Aircraft Mechanic, Ground Equipment Mechanic, Plant Maintenance Mechanic, Lead Mechanic and Lead Inspector where applicable, and Maintenance Controller and Lead Maintenance Controller, and Maintenance Technical Instructors Notwithstanding the definition of seniority set forth above in this paragraph 2, those periods of time prior to the date of ratification of this agreement during which an Employee worked as a Maintenance Technical Instructors shall not be included in determining such employee's category seniority, provided, however, that an Employee working as a Maintenance Technical Instructor at Southwest Airlines as of the date of ratification of this agreement shall have their length of service in those positions counted towards their total classification seniority during such periods of time as they are working as a Maintenance Technical Instructors. Should such Employee subsequently bid a position within the category other than Maintenance Technical Instructors, time worked in either of those positions prior to the date of ratification of this agreement shall not to be included in determining such Employee' category seniority.

6. This LOA will remain in place for the duration of the current Southwest Airlines/AMFA Mechanics Collective Bargaining Agreement (the CBA) and shall become amendable on August 16, 2012, pursuant to the parties' intent to incorporate all terms of employment relating to Maintenance Technical Instructors in the Mechanics Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 24 day of

SOUTHWEST AIRLINES CO.
Ву:
Jim Sokol
Vice President Maintenance Operations
AIRCRAFT MECHANICS FRATERNAL (AMFA National) By: Floyd Looney

Assistant National Director

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

between

SOUTHWEST AIRLINES CO.

and the

AIRCRAFT MECHANICS FRATERNAL ASSOCIATION

This Memorandum Of Understanding ("MOU") will confirm the understanding reached during recent discussions between Southwest Airlines Co. ("SWA" or "Company") and the Aircraft Mechanics Fraternal Association ("AMFA" or "Union") regarding the classification of Technical Instructors set forth in Article IV, Section 10 of the parties' Collective Bargaining Agreement ("CBA").

WHEREAS, the National Mediation Board ("NMB" or "Board") determined, by decision dated December 21, 2011, that the Company's Maintenance Technical Instructors ("Technical Instructors") were covered by the certification in NMB Case No. R-6919, and therefore were deemed accreted into the Mechanics and Related Employees craft or class as represented by AMFA. (R-7314).

WHEREAS, prior to the date of accretion, two individual Technical Instructors, Donna Johnson (e7504), and Jacques Smith (e85577), not formally designated as Technical Instructors were performing training work specific to maintaining an aircraft, including documentation thereof, which is recognized as work belonging to and performed by Technical Instructors. (e.g., TRAX training, CFR-related training). These individuals were not formally captured by the Board's accretion decision due, in part, because of their titles and that, unlike Technical Instructors, they did not possess a valid Airframe and Powerplant ("A&P") license issued by the Federal Aviation Administration ("FAA").

WHEREAS, the Company desires to have these individuals continue performing their historic and current work, which is covered work performed by Technical Instructors, and AMFA desires to ensure that the work remains covered work belonging to the Union under the Technical Instructor classification.

THEREFORE, the parties hereby agree as follows:

 Upon execution of this MOU, Donna Johnson and Jacques Smith will be deemed accreted into the Mechanics and Related classification of employees, maintain a position on the AMFA seniority list and be represented by AMFA with all of the rights and privileges afforded by the parties' CBA.

- 2. The work performed by Donna Johnson and Jacques Smith is recognized as covered work belonging to the Union under the Technical Instructor classification. Therefore, in the event that the employment of Donna Johnson and/or Jacque Smith is permanently separated from the Company for any reason, their respective positions will be dissolved, and when the Company backfills either position, the position must be filled by a Technical Instructor, which the parties recognize requires possession of a valid A&P license issued by the FAA.
- 3. This MOU will automatically terminate following the permanent separation of employment of both Donna Johnson and Jacque Smith.
- 4. In the event a dispute arises concerning the terms of this MOU, the parties agree to resolve the dispute through use of the grievance/arbitration procedures set forth in Articles 21 and 22 of the parties' CBA.

Date: 5-Jun-14

For Southwest Airlines Co.

For Aircraft Mechanics Fraternal

Association (AMFA)

Title: ALR, Local 11