



# LODO Subcommittee Agreement

In accordance with Article 34.2 of the CBA, the LODO Subcommittee agrees to the following:

Any changes to this agreement will be mutually agreed upon by the LODO Subcommittee.

## 1. QUALIFICATION AND TRAINING

### A. Testing & Scoring

The Company may schedule a language assessment test for a specified number of Flight Attendants who wish to enter the LODO Program on an as-needed basis.

Flight Attendants wishing to become LODO qualified will take a LODO test and be ranked in one of three (3) categories:

- 1) Pass
- 2) Pass with Condition
- 3) Did Not Pass

**Pass:** Flight Attendants who demonstrate a proficiency level of SUPERIOR or above will automatically become a LODO-qualified Flight Attendant

**Pass with Condition:** Flight Attendants who demonstrate ADVANCED level proficiency will be considered a LODO-qualified Flight Attendant for six (6) months, giving them the opportunity to improve their proficiency. These Flight Attendants will be eligible for reimbursement of Company-approved education expenses (if offered, as referenced below in Section 1.B.3) during this six-month period. At the end of the six-month period, these Flight Attendants must demonstrate a proficiency level of SUPERIOR or above to maintain their LODO qualification. No Flight Attendant may receive a second Pass with Condition ranking in the same language.

**Did Not Pass:** Flight Attendants who demonstrate proficiency below the ADVANCED level

Other Testing Considerations:

The Company will seek the views of and work with the LODO Subcommittee to select the agency administering the tests.

If the ranking, scoring, or qualification model utilized by the testing agency is not based on the American Council on the Teaching of Foreign Languages (ACTFL) Scale, then the testing agency



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must be able to coordinate their system with the ACTFL Scale, which ranges from most proficient to least proficient: NATIVE, DISTINGUISHED, SUPERIOR, ADVANCED, INTERMEDIATE, and NOVICE.

The Company reserves the right to retest any Flight Attendant in the LODO program at any time, at the Company's expense, and no more than once per year. The Flight Attendant will be compensated 1.0 TFP upon completing the retest.

If a face-to-face retest is required, a Flight Attendant will be compensated in accordance with Article 19.1.H of the CBA.

Other than the required/requalification tests above, the Company will pay for a maximum of two tests in the same language. All subsequent tests will be paid for by the Flight Attendant.

### **B. Training**

1. If a LODO training event is required, a Flight Attendant will be compensated in accordance with Article 21.11 of the CBA.
2. The Company may require additional LODO training event(s) for a Flight Attendant to be LODO-qualified during her/his probation period.
3. If the LODO program has an insufficient number of speakers to cover LODO flying and the Company specifically hires LODO Flight Attendants, the Company will offer reimbursement for pre-approved language education expenses up to \$1500. This will be reimbursable with proper documentation once the Flight Attendant has passed the proficiency test and bids for the LODO lines in her/his base for at least six bid periods and/or flies at least twenty (20) LODO pairings. This reimbursement will not be available if the Flight Attendant has been reimbursed for language education expenses through another Southwest-offered tuition reimbursement program.



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## 2. BIDDING AND SCHEDULING

The Company will seek the views of and work with the LODO Subcommittee to determine which flights qualify as LODO flights and if/when a LODO designation should be removed from a flight.

### Terminology:

**LODO flight:** a flight to/from a LODO destination

**LODO pairing:** any pairing that contains at least one (1) working LODO flight in a designated LODO position(s)

**LODO line:** a line consisting of LODO pairings

### A. Pairing Construction, Line Construction, and Bidding

1. The “A” position will be designated as a LODO position on all LODO flights.
2. The Company may designate additional LODO position(s) based on Customer or operational needs.
3. LODO pairings will not be included in the Pairing Construction guideline percentages outlined in Article 28.1.D of the CBA.
4. LODO lines will not be included in the Line Construction percentages outlined in Article 28.2.D of the CBA.
5. To the extent possible, LODO lines will be built to consist solely of LODO pairings. If insufficient LODO pairings are built to create lines paying the minimum line TFP, non-LODO pairings may be included on the line.
6. Once required technology changes have been implemented, LODO lines will be available to bid during bidding timelines as outlined in Article 10.1 of the CBA.
7. A Probationary Flight Attendant’s first constructed and assigned line of time will not consist of LODO pairings.
8. A LODO line may only be awarded to a LODO Flight Attendant who bids for that line, except as outlined in Section 3.C below.
9. Job Share will only be awarded for a LODO line if both Flight Attendants are LODO-qualified in the applicable language.
10. LODO lines will be awarded to LODO-qualified Flight Attendants in base seniority order, regardless of a Flight Attendant’s Reserve obligation.
11. LODO VR and/or LODO Reserve lines may be built and included in Reserve/Secondary bidding as outlined in Article 10.1.B of the CBA.



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### **12. Until Technology changes are implemented to incorporate LODO bidding into the regular Primary and Secondary bidding processes, the following will remain in effect:**

- a. If insufficient LODO pairings are built to create lines paying at least 80 TFP, LODO lines may be built with a minimum 39 TFP.
- b. LODO bids will open on the 1<sup>st</sup> of the month prior at 1200 Central and close on the 3<sup>rd</sup> at 1200 Central.
- c. A LODO line may only be awarded to a LODO Flight Attendant who bids for that line, except as outlined below in Section 3.C.
- d. A Flight Attendant may be awarded a LODO line if she/he has at least 39 TFP total remaining on her/his line after vacation and overlap pulls. A Flight Attendant may note in her/his bid preferences that she/he wants to keep any pairing(s) set to be pulled for vacation. If the Flight Attendant is FAR legal for the pairing, the pairing will not be pulled. The Flight Attendant will be compensated according to Article 10.9.A.3 of the CBA.
- e. LODO lines will be awarded to LODO-qualified Flight Attendants in base seniority order, regardless of a Flight Attendant's Reserve obligation.
- f. LODO lines not awarded in base will be awarded out of base by system seniority.
- g. Bid results will be posted no later than the 3<sup>rd</sup> at 1800 Central and will be subject to protest until the 4<sup>th</sup> at 1200 Central.
- h. Final LODO bid results will be posted on the 4<sup>th</sup> at 1200 Central.
- i. LODO Open Time will be available to LODO-qualified Flight Attendants who have already been awarded a line on the 8<sup>th</sup> at 1200 Central for pick up only, on a first-come, first-serve basis.

### **B. Trading**

1. Trip Trade/Giveaway (TT/GA) and Open Time for LODO pairings will be displayed separately from non-LODO pairings. However, Flight Attendants will have the option to filter in TT/GA and Open Time for non-LODO pairings containing LODO flights.
2. Only LODO-qualified Flight Attendants will be able to pick up or trade for pairings in LODO TT/GA and Open Time.
3. Flight Attendants will have the ability to view a list of all LODO pairings, both in Open Time and assigned to a Flight Attendant.



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4. LODO pairings in Open Time will not count towards the maximum amount of pairings in non-LODO Open Time.
5. LODO TT/GA will be available to LODO-qualified Flight Attendants who have already been awarded a line on the 8<sup>th</sup> at 1200 Central. Flight Attendants who pick up LODO pairings out of base are responsible for ensuring that sufficient time is allowed to position themselves for the pairing picked up.
6. LODO-qualified Flight Attendants awarded a line in Reserve/Secondary bidding may pick up LODO pairings on their days off once their Reserve lines are awarded and loaded onto Flight Attendants' screens.
7. Flight Attendants may post LODO pairings for TT/GA at the SIP.
  - a. Portions of LODO pairings containing LODO flights will be displayed in LODO TT/GA and may only be picked up by another LODO-qualified Flight Attendant.
  - b. Portions of LODO pairings not containing LODO flights will be displayed in "regular" TT/GA and may be picked up by Flight Attendants who are not LODO-qualified.
8. Starting on the 18<sup>th</sup> at 1200 Central, LODO Open Time will be available for pick up and trade on a first-come, first-serve basis.
  - a. Any LODO-qualified Flight Attendant may trade her/his non-LODO pairing into Open Time for a LODO pairing on the same day or a different day in that bid period or in a different base. All contractual deadlines for trades apply.
  - b. The maximum number of LODO pairings allowed in Open Time in each domicile on any given day will be one (1) pairing.
  - c. Any LODO-qualified Flight Attendant may trade an original LODO pairing into Open Time for a non-LODO pairing, provided the number of LODO Open Time pairings does not exceed this maximum and LODO Reserves have been scheduled in that base for that bid period.
  - d. A Reserve may drop a non-LODO Reserve block in exchange for a LODO pairing in Open Time in any base under the following circumstances:
    - i. If a Reserve block overlaps with the LODO pairing, only that block may be dropped.
    - ii. The number of days dropped cannot exceed the number of domicile days in the LODO pairing. If the Reserve block has more days than the LODO pairing, the days must be selected consecutively at the beginning or end of the Reserve block.
    - iii. The request must be made no later than 1500 Central the day prior to the start of the Reserve block.



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- iv. The Reserve block and its associated guarantee will be removed as if given away.

## C. Reserve

1. LODO Reserve lines will be Ready Reserve as outlined in Article 11.3.A of the CBA.
2. LODO Reserve lines will not be included in the percentages outlined in Article 11.3.A.4 of the CBA.
3. LODO Reserve blocks may only be picked up by or traded with LODO Flight Attendants qualified in that language.
4. Order of assignment for LODO Reserves will be separate from other Ready Reserves.
5. LODO Reserves may only be used for a non-LODO assignment, including Airport Standby, if no other Ready Reserves in that category are available for the assignment.
6. A LODO-qualified Reserve not on LODO Reserve may be used out of order to cover a LODO pairing. If this occurs, she/he will be compensated according to Article 11.5.A of the CBA.
7. A LODO-qualified Reserve may self-assign a pairing in LODO Open Time under the following conditions:
  - a. The LODO pairing checks in within 24 hours, if self-assigned to Reserve days for the same base
  - b. The LODO pairing checks in within 23 hours, if self-assigned to Reserve days for a different base
  - c. The LODO pairing encompasses the same number of domicile days (or greater) than the Reserve obligation.
  - d. If a LODO-qualified Reserve self-assigns a LODO pairing, her/his Reserve obligation for that block will be removed.
  - e. Self-assigned LODO pairings may not be traded or given away.
8. If a LODO pairing checks in within 22 hours, Crew Scheduling may assign the LODO pairing to a LODO-qualified Reserve, provided the deadline has passed to trade or give away that Reserve block (as outlined in Article 11.10.C).
9. **Until the first bid month LODO Reserves are scheduled, the following will remain in effect:**
  - a. A LODO pairing may be traded for another LODO pairing in Open Time that has an equal number of domicile days, checks in on the same domicile day, and originates in the same domicile.



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- b. Up to 1800 Central the day prior, a LODO pairing may be traded for another LODO pairing in Open Time (with an equal or greater number of domicile days) on a different day and/or different base as long as the trade does not increase the number of system-wide LODO pairings in Open Time above one for that day.
- c. LODO pairings may not be traded with non-LODO pairings in Open Time.
- d. A LODO-qualified Reserve not on LODO Reserve may be used out of the normal order of assignment to cover a LODO pairing. If this occurs, she/he will be not be considered used out of order and will not be compensated according to Article 11.5.A of the CBA.

### D. Reschedule

In order to ensure a LODO pairing or a LODO flight in “A” position is staffed with a LODO-qualified Flight Attendant, all current CBA language regarding reschedules will apply, except:

1. LODO Flight Attendants may designate themselves as available from a current city. Crew Scheduling will call in seniority order to offer uncovered LODO flying out of the designated city. If the pairing is accepted, deadheads will be compensated to/from the designated city.
2. With a Flight Attendant’s consent, she/he may be given an earlier or later check in on the first day of her/his scheduled pairing. This will be offered in seniority order to LODO-qualified Flight Attendants checking in on that day in that base.
3. If the above options are exhausted or time does not permit, a Flight Attendant may be rescheduled to a later departure time after check in on the first day of her/his scheduled pairing (“move back”).
4. Maintaining a LODO-qualified Flight Attendant in “A” position on a LODO flight will be considered when assigning reschedules (i.e. this takes precedence over seniority when assigning a reschedule requiring less than a whole crew).
5. A Flight Attendant rescheduled into additional day(s) (i.e. unscheduled overnight) may be required to work a LODO flight(s) in “A” position. The Flight Attendant will be compensated according to Article 9.4.



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### E. General

1. A Flight Attendant's LODO qualification will be visible on her/his pairing display (i.e. "trip sheet") and on her/his Crew Member display screen.
2. A LODO-qualified Flight Attendant will not have the option to be pulled from any portion of a LODO pairing containing LODO flights for contractual illegalities as outlined in Article 8 or compensatory days as outlined in Article 9. In these cases, the Flight Attendant will be paid the premium designated in the CBA. LODO pairings will only be adjusted for FAR illegalities. However, after 1500 Central on the day prior to the pairing, a Flight Attendant may request to be pulled from LODO flying for contractual illegalities, provided a LODO-qualified Reserve is available in that domicile to cover the entire LODO pairing and is not needed to cover a LODO pairing already in Open Time. If the contractual deadline to exercise the option to be pulled has already passed, the Flight Attendant must call to exercise the option by 1700 Central Time the day prior to the pairing.
3. LODO pairings will not be eligible for DRT (Daily Release Time).
4. A LODO pairing, once modified by Crew Scheduling or broken at the SIP, which no longer contains LODO flights, will not be considered a LODO pairing for the purposes of this Agreement.
5. Except as stated below in Section 3.A, a LODO-qualified Flight Attendant may leave the program at any time with one full bid period's written notice to the Company. For example, to opt out of the June bid period, the Flight Attendant should advise the Company no later than April 30<sup>th</sup>. Once a Flight Attendant has left the program, the stipulations in this agreement will no longer apply (e.g., she/he will be removed from the LODO seniority list, she/he will not be rescheduled to fill an uncovered LODO position, she/he may not bid and will not be awarded a LODO line or pairing, based on the former qualification, and she/he will not be eligible for LODO pay). Requalification of a LODO Flight Attendant who has voluntarily resigned from the program will be at the request of the Flight Attendant and at the discretion of the Company.
6. If a LODO flight departs without a LODO-qualified Flight Attendant, the Company will document the reason and provide this information to the Union upon request.
7. The Company may implement a LODO Productivity Pay program. The Company will notify the Union before implementing and/or discontinuing any such LODO Productivity Pay program.
8. The Company will work with the TWU President or her/his designee to resolve any LODO issues that need immediate attention.





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### 3. LODO HIRING

This section outlines the requirements for Flight Attendants hired specifically for the LODO program. All provisions of the CBA and this Agreement apply, except as stated below.

- A. A Flight Attendant hired for the LODO program may not opt out of the program for the first three years.
  - 1. After three years, Flight Attendants hired into the program may request to opt out of the program with at least six months' notice.
  - 2. The request may be denied or postponed if the Company does not have plans to hire Flight Attendants within the following six months. If the Company does not have plans to hire within the following six months, the Company may allow some Flight Attendants to opt out, provided enough Flight Attendants hired for the program remain in the domicile(s) to cover expected LODO lines, including LODO Reserve lines. When hiring resumes, hiring for the LODO program will be prioritized to begin first.
  - 3. After opting out, the Flight Attendant must wait at least one year before re-entering the program. If she/he opts back into the program, all stipulations of the LODO Subcommittee Agreement will then apply. The Company at its discretion may choose to waive the one-year waiting period.
  
- B. A Flight Attendant hired for the LODO program may be assigned and/or locked to a specific domicile to ensure coverage of LODO lines.
  
- C. A Flight Attendant hired for the LODO program may be assigned unbid LODO lines, including LODO Reserve Lines if offered, in her/his domicile. A Flight Attendant hired for the LODO program will not be assigned a LODO line paying less than 72 TFP unless she/he bid for that line.