

## FAA REAUTHORIZATION ACT 2018 – 10-HOUR REST RULE

This letter confirms the agreement between the Company and the Union (collectively, the “Parties”) concerning amendments to the CBA ratified October 31, 2016 between Southwest Airlines Flight Attendants as represented by the Transport Workers Union and the Company in anticipation of the implementation of the 10-Hour Rest Rule contained in the FAA Reauthorization Act of 2018. All contractual provisions of the CBA, including intent, will apply and remain unchanged unless specified otherwise in this Agreement. The Parties reserve all rights, positions and proposals with respect to ongoing collective bargaining pursuant to Section 6 of the Railway Labor Act.

Should a modified version of the 10-Hour Rest Rule contained in the FAA Reauthorization Act of 2018 be implemented as a final rule by the FAA, this Agreement will be reopened for the limited purpose of the Company and the Union reaching agreement concerning amendments to the CBA to implement that modified version.

### Implementation Timeframe:

This agreement will be implemented no later than July 1, 2022. If the Company is unable to meet this schedule due to technology modifications or a modified deadline from the FAA in the final rule, the parties will meet and confer regarding an implementation schedule.

For the purposes of FAA Reauthorization language, the following will apply:

## ARTICLE 5 – DEFINITIONS

DEBRIEF: Thirty (30) minutes immediately after block arrival of the ~~aircraft in domicile~~ last flight in a duty period or release by Scheduling, whichever is later.

## ARTICLE 8 – HOURS OF SERVICE

### Article 8.1.B:

A Flight Attendant ~~shall~~ will not be scheduled on an original pairing for more than seven (7) legs in any twenty-four (24) consecutive hours unless broken by ~~a legal~~ crew rest, ~~of~~ eleven (11) hours ~~block to block from end of debrief to check-in~~ at an overnight station or ~~twelve (12) hours (block eleven and one-half (11:30) hours from end of debrief to check-in)~~ at the domicile. In the case of a reschedule situation, a line holder may be rescheduled up to a maximum of eight (8) legs within a twenty-four (24) hour period. Reserve Flight Attendants may be scheduled or rescheduled up to a maximum of eight (8) legs within a twenty-four (24) hour period.

### Article 8.1.F:

If a Flight Attendant(s) is required by Scheduling to remain with an aircraft and/or at the airport for any reason, the Flight Attendant’s duty day will continue until Scheduling

releases the Flight Attendant. Should the Flight Attendant encounter an illegal duty day and/or crew rest, all provisions stated in Sections 2.C and 3.B of this Article will apply. If Crew Scheduling releases a Flight Attendant for her/his domicile break as stipulated in Section 6.A of this Article, that domicile break will begin thirty (30) minutes after release by Crew Scheduling.

**Article 8.3.A:**

A duty period ~~shall~~ will run continuously unless broken by an overnight rest period that is scheduled for eleven (11) hours from ~~block to block end of debrief to check-in~~. Line Holders given an RON in domicile ~~whether on a scheduled pairing will receive at least eleven (11) hours crew rest from end of debrief to check-in. Line Holders given an RON in domicile or~~ on a rescheduled pairing will receive at least ~~contractual minimum RON ten (10) hours~~ crew rest from end of debrief to check-in.

**Article 8.3.D:**

Only when a pairing already in progress is affected by irregular operations, may a Reserve be assigned that pairing with less than eleven (11) hours from end of debrief to check-in that FAR reduced rest pairing. If the Reserve receives less than ~~the contractual eleven (11) hours from end of debrief to check-in~~ crew rest, she/he may only be used a maximum of ten (10) hours the following day. Any Reserve scheduled in this manner will be compensated as stated above in section 3.B. of this Article (straight time towards monthly guarantee and premium pay above monthly guarantee).

**Article 8.4:**

A Flight Attendant(s) with less than ~~nine hours thirty minutes (9:30)~~ ten and one-half (10:30) hours of consecutive rest from ~~block end of debrief~~ to check-in, who experiences circumstances that significantly delay her/his arrival at the RON hotel accommodations, will be responsible to contact Scheduling to advise of the situation. In such situations, Scheduling will make every effort to reschedule another Flight Attendant(s) or assign Reserves to ensure that the Flight Attendant(s) has adequate rest to avoid fatigue.

**Article 8.5:**

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

- A. No more than two (2) legs back to the home domicile may be scheduled following the rest period.

- B. Maximum duty time for a Flight Attendant the following day after an RON crew rest that is scheduled for less than eleven (11) hours ~~block to block~~ from end of debrief to check-in shall be no more than four (4) consecutive hours.

Shortbacks will only be allowed on pairings constructed entirely of Domestic flights.

**Article 8.6.A:**

A Flight Attendant holding a regular line of time will have a minimum ~~twelve (12)~~ eleven and one-half (11:30) hours scheduled break between pairings ~~(block from end of debrief to check-in)~~ at the home domicile unless she/he elects otherwise. If ~~twelve (12)~~ eleven and one-half (11:30) hours is scheduled and the Flight Attendant does not receive at least ~~eleven (11)~~ ten and one-half (10:30) hours domicile break from end of debrief to check-in, the Flight Attendant's schedule will be adjusted to provide ~~twelve (12)~~ eleven and one-half (11:30) hours domicile break from end of debrief to check-in.

**Article 8.6.B:**

If a Flight Attendant adjusts her/his schedule and allows a domicile break of less than ~~twelve (12)~~ eleven and one-half (11:30) hours ~~(block from end of debrief to check-in)~~ between pairings and the last flight of the first pairing is more than one (1) hour late, she/he will be adjusted back to the original amount of time the Flight Attendant gave her/himself between pairings. At no time will the Flight Attendant be allowed to adjust her/his schedule below the ~~FAR nine (9) hour minimum~~ eleven (11) hours of rest from end of debrief to check-in, except as stipulated in Article 12.1. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment.

**Article 8.7.A:**

A Flight Attendant scheduled for the ~~nine (9)~~ ten (10) hours from end of debrief to check-in minimum break or the "24 in 7" regulation who is late more than one (1) hour due to reroute, company convenience, weather, passenger delay, etc., will be pulled and paid due to FAR regulation from enough flights to make them legal. If they are ~~less than~~ one (1) hour or less late, the Flight Attendant will be pulled for the FAR regulation, without pay, from enough flights to make them legal.

**Article 8.9:**

On the first day each year that Daylight Savings Time goes into effect, Flight Attendant rest and/or duty schedules will be adjusted, if necessary, to ensure that Flight Attendants receive the ~~contractual minimum~~ eleven (11) hours crew rest from end of debrief to check-in or eleven and one-half (11:30) hours from end of debrief to check-in domicile break ~~hour guarantees~~ specified in this Article.

## **ARTICLE 9 – ADDITIONAL FLYING**

### **Article 9.3.C.2:**

If the deadhead(s) scheduled for a Flight Attendant to return to her/his home domicile as stated in Paragraph 2 above, creates reduced crew rest below the FAR ~~nine (9:00)~~ ten (10) hours from end of debrief to check-in, the Flight Attendant will have the option to take a later deadhead(s) of her/his choice, but with no increase in pay. The Flight Attendant must notify Scheduling of her/his choice. Any deadhead(s) will be Must-Ride.

### **Article 9.4.B:**

If a stranded Flight Attendant is not needed to work a flight(s) back to her/his domicile, she/he will be returned to her/his home domicile at the earliest possible time (as stated in the published flight schedule).

If the deadhead(s) scheduled for a Flight Attendant to return to her/his home domicile creates reduced crew rest below the FAR ten (10:00) hours from end of debrief to check-in, the Flight Attendant will have the option to take a later deadhead(s) of her/his choice, but with no increase in pay. The Flight Attendant must notify Scheduling of her/his choice. Any deadhead(s) will be Must-Ride.

### **Article 9.4.C:**

If a stranded Flight Attendant(s) is needed to work a flight(s) back to her/his domicile, she/he must have the ~~contractual FAR~~ FAR minimum crew rest of ten (10) hours from end of debrief to check-in as stated in Article 8.3 and will be compensated at two and one-half (2.05) times the applicable trip rate for all flights that day. ~~If a stranded Flight Attendant(s) is needed to work a flight(s) back to her/his domicile, and she/he does not receive the contractual minimum crew rest as stated in Article 8.3, she/he will be compensated at three (3.0) times the applicable trip rate for all flights that day.~~

## **ARTICLE 10 – SCHEDULING/BIDDING**

### **Article 10.1.C.6:**

A Flight Attendant who bids a Charter with at least the FAR ~~nine (9:00)~~ ten (10) hours from end of debrief to check-in between the Charter and her/his next assignment will not be denied the Charter award based on a potential FAR illegality. When a Flight Attendant who was awarded a Charter becomes FAR illegal for that Charter, the Flight Attendant will be pulled from that Charter in accordance with Article 8.7 of this Agreement.

### **Article 10.8.B.2:**

Flight Attendants who pick up Recurrent Training in the month prior to their designated month and do not receive ~~ten (10:00)~~ eleven (11) hours crew rest, from ~~block arrival plus thirty (:30)~~ end of debrief, prior to training due to irregular operations may choose to be

pulled from training without pay. Flight Attendants who choose to be pulled from training to receive ~~legal~~ eleven (11) hours crew rest from end of debrief are responsible for rescheduling their training day with the training division. Flight Attendants who attend training without receiving ~~legal~~ eleven (11) hours crew rest from end of debrief will not be paid a premium.

#### **Article 10.8.C:**

Recurrent training and Company required training will be treated as a contractually legal duty day. ~~Legal~~ Crew rest of eleven (11) hours from end of debrief to start of training before and after training eleven (11) hours from end of training to check-in must be scheduled. If a Flight Attendant is pulled from any trips to schedule ~~legal~~ this crew rest, trips pulled will be paid by the Company. A Flight Attendant at her/his option may waive the ~~legal~~ crew rest above and will be paid at time and one-half (1.5) for the training day. A Flight Attendant may waive her/his ~~contractual~~ crew rest above; however, she/he will not be reduced below ~~the FAR minimums~~ ten (10) hours from end of debrief to start of training or ten (10) hours from end of training to check-in. The Company will not schedule a Flight Attendant for any required training that brings her/him below minimum days off or reduces the 48 in 7 domicile break. Should this situation arise, the Company will pay time and one-half (1.5) for training or give the Flight Attendant a choice of her/his day off. The choice of a day off must be made by the completion of the required training.

#### **Article 10.8.D:**

Flight Attendants not receiving ~~ten (10)~~ eleven (11) hours crew rest, ~~from block arrival plus thirty,~~ end of debrief prior to training due to irregular operations may choose to be pulled from training, or may attend for double time as long as she/he is not reduced below the ~~eight (8)~~ ten (10) hour FAR ~~reduced~~ rest. Flight Attendants who choose to be pulled from training to receive ~~legal~~ crew rest of eleven (11) hours from end of debrief to start of training are responsible for rescheduling their training day with the training division. Recurrent training must be scheduled within the FAA requirements to remain legal.

#### **Article 10.9.I:**

A Flight Attendant who picks up a pairing in the current bid month that falls during the overlap period, but prior to the new bid period being awarded and placed on her/his schedule, will only be adjusted by Scheduling to accommodate FAR rest, ten (10) hours from end of debrief to check-in, and duty requirements. If the Flight Attendant has a domicile break of less than ~~a twelve (12:00) hour domicile break~~ eleven and one-half (11:30) hours from end of debrief to check-in between pairings ~~(block to check-in)~~, the Flight Attendant may call Scheduling to request an adjustment that provides a ~~twelve (12:00) hour domicile break~~ domicile break of at least eleven and one-half (11:30) hours from end of debrief to check-in between pairings or request to keep the pairing (or piece of pairing to the applicable SIP) and fly it for time and one-half (1.5).

## ARTICLE 11 - RESERVE

### Article 11.6.A:

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

### Article 11.11.B:

If a Reserve picks up or trades a pairing or additional Reserve day(s) prior to or immediately following a Reserve day(s), she/he must be scheduled with a minimum ~~of nine (9) hours FAR rest~~ crew rest as stipulated in Article 12.1 (i.e. a minimum of eleven (11) hours of rest from end of debrief to check-in) when the eleven (11) hours rest period immediately prior to the pairing or Reserve day being picked up has not begun. Once the eleven (11) hours rest period has begun, the Flight Attendant is required to be scheduled for a minimum of ten (10) hours of rest from end of debrief to check-in.

### Article 11.11.E:

FAR ~~Reduced~~ Minimum Rest Pairing on Reserve See Article 8.3.D

### Article 11.12.B.4:

If a Reserve receives an unscheduled overnight between Reserve days that are not combinable for an overnight, the Reserve will be compensated according to Section 12.B above. The Reserve will be returned to the home domicile via the routing which arrives at the earliest scheduled time and given ~~nine (9)~~ ten (10) hours FAR rest from end of debrief to check-in, in accordance with Section 11.B above. Once the ~~nine (9)~~ ten (10) hours FAR rest from end of debrief to check-in is complete, the Reserve must be available for contact during any remaining contact hours of that Reserve day. This provision does not apply when a Reserve has agreed to combine original and picked up or traded Reserve days for an overnight assignment as outlined in Section 10.A above. Overnights assigned in accordance with Section 10.A above are not considered unscheduled overnights.

### Article 11.15.C:

Between two (2) original Reserve days, the Reserve(s) must be given a ~~twelve hour (12:00)~~ domicile break of eleven and one-half (11:30) hours from ~~block in end of debrief~~ to check-in. The domicile break after release from an APSB assignment will be twelve (12) hours from the end of APSB to check-in.

Between a picked up or traded and original Reserve day, or a picked up or traded pairing and a Reserve day, the domicile break is only ~~nine (9)~~ eleven (11) hours from end of debrief to check-in. The domicile break after release from an APSB assignment will be eleven (11) hours from the end of APSB to check-in.

Scheduling may attempt to contact the Reserve, and if she/he answers the call, the Reserve must accept the assignment; however, the Reserve is not required to answer her/his phone during her/his domicile break, nor responsible to return a phone call to Scheduling if an attempt to contact the Reserve was made during the Reserve's domicile break.

Example of an ~~12~~ eleven and one-half (11:30) hour domicile break from end of debrief to check-in: If an AM Reserve blocks in at 1700 (end of debrief 1730) on an original Reserve day, and she/he has an original Reserve day on the next day, she/he does not have to be available for contact until 0500.

Example of ~~a 9~~ an eleven (11) hour domicile break: If a Flight Attendant blocks in at 2030 (end of debrief 2100) on a picked up Reserve day, and she/he has an AR/RR the next day, she/he is not required to be available for contact until ~~0600~~ 0800.

## **ARTICLE 12 – EXCHANGE OF TRIPS**

### **Article 12.1:**

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

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

A minimum of eleven (11) hours of rest from end of debrief to check-in between pairings and/or Reserve days must be scheduled for trading and pick up purposes, unless the rest period in the first pairing or Reserve day has already begun.

If a Flight Attendant's rest period in the first pairing or Reserve day has already begun, he/she may adjust himself/herself for less than eleven (11) hours rest from end of debrief to check-in, but not less than ten (10) hours from end of debrief to check-in.



**Article 12.2.F:**

If the electronic trip trading system erroneously allows the Flight Attendant to pick up a pairing with less than the ~~nine (9:00) hours FAR~~ eleven (11) hours required crew rest from release end of debrief to report check-in, but more than ~~eight (8:00) ten (10) hours~~ from end of debrief to check-in, the Flight Attendant will have the following options:

1. Have the pairing removed from her/his schedule without compensation, or
2. Be pulled and paid from enough flights to give her/him eleven (11) hours rest end of debrief to check-in. Any deadhead flights will not be compensated except when the deadhead(s) exceeds the trips pulled, or
3. Fly the pairing as is without additional compensation provided the Flight Attendant has the required ten (10:00) hours compensatory rest the following day and she/he will be paid time and one-half (1.5) for all legs that would have otherwise been pulled.

The above three (3) two (2) options will be offered by Scheduling whether the Flight Attendant brings it to the attention of Scheduling or Scheduling brings it to the attention of the Flight Attendant.

If the electronic trip trading system erroneously allows the Flight Attendant to pick up a pairing with less than the ten (10) hours FAR required crew rest from end of debrief to check-in, the Flight Attendant will be pulled and paid due to FAR regulation from enough flights to make her/him legal. Any deadhead flights will not be compensated except when the deadhead(s) exceeds the trips pulled.

**Article 12.10.B** will change from:

A comparable pairing ~~shall~~ will be on the same day as the double covered pairing, and may be either an AM or a PM pairing. When comparable pairings are assigned, the hours between the pairings will be as great as the Flight Attendant already allowed her/himself if under ~~twelve (12) eleven and one-half (11:30) hours~~ from block arrival end of debrief to check-in. If the Flight Attendant has kept her/himself legal, legalities will be honored up to a maximum of ~~twelve (12) eleven and one-half (11:30) hours~~ from block arrival end of debrief to check-in between pairings.

**ARTICLE 21 - COMPENSATION**

**Article 21.22.C:**

For each duty period in a flown pairing (and for purposes of computing Vacation Pay), Flight Attendants will be paid the greater of what the duty period pays from all sources, including but not limited to any overschedule/overfly, double time, triple time, cancellation pay, and VJA/JA premiums, or a minimum of .74 TFP for each hour on duty. At outstation



RONs, Flight Attendants will be credited with DHR for thirty (30) minutes after block-in. Under no circumstances will this thirty-minute DHR applicability period be considered duty for purposes of duty period limitations, or extended duty period compensation, ~~or calculation of crew rest~~ under Article 8.2 ~~and 8.3~~.

## **ARTICLE 25 – HEALTH AND SAFETY**

### **Article 25.15.B:**

- B. Upon notification of fatigue from a Flight Attendant, Crew Scheduling will schedule the Flight Attendant for a minimum of ~~ten (10:00)~~ eleven (11) hours uninterrupted rest. If possible, during the initial notification call, Scheduling will instruct the Flight Attendant to re-join her/his original pairing following the period of rest or reassign the Flight Attendant to a new pairing. If a reassignment cannot be accomplished at that time, the Flight Attendant will be required to call Scheduling at the end of the designated rest period. Scheduling will then reassign the Flight Attendant a pairing having a minimum two-hour report time or the Flight Attendant will be deadheaded as a Must Ride to her/his Domicile to sit Airport Standby or be released until her/his next scheduled pairing. The Flight Attendant will be compensated for the greater of her/his actual or originally scheduled trips, subject to subsequent review of the cause(s) giving rise to the fatigue, as discussed in Paragraph A above.

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

## **Article 28 – SCHEDULING POLICY**

### **Article 28.1.C:**

On the first day each year that Daylight Savings Time goes into effect, Flight Attendant rest and/or duty schedules will be adjusted, if necessary, to ensure the Flight Attendant will receive her/his contractual crew rest in accordance with Article 8.3.A or domicile break in accordance with Article 8.6.A.

## **SATELLITE BASE TEST AGREEMENT**

### **7) Hours of Service:**

- c) **Domicile Break:** If a Flight Attendant does not have the required domicile break according to Article 8.6 of the CBA (i.e. eleven and one-half (11:30) hours scheduled break between pairings from end of debrief to check-in), and the Flight Attendant has at least ~~nine (9)~~ ten (10) hours rest ~~release from end of debrief~~ to check-in, and is entitled to but denied the option outlined in Article 8.6 of the CBA, she/he will be paid at double time (2.0) for all pairing(s) or portions of pairing(s) flown that otherwise would

have been pulled to provide the required domicile break. If a Flight Attendant runs late and because of that is not scheduled to receive the ~~nine (9)~~ ten (10) hour minimum break, the Flight Attendant may request to adjust her/his report time no later than thirty (30) minutes prior to scheduled departure.

**LOA dated March 29, 2018:**

This Letter of Understanding is being updated to reflect contractual language changes. Please refer to grievance of #19-52 (Co. #3902) for the original Letter of Understanding.

This letter will confirm our understanding of FAR pull procedures if a Flight Attendant is scheduled for the ~~nine (9)~~ ten (10) hour minimum break end of debrief to check in and is late ~~less than~~ one (1) hour or less due to reroute, Company convenience, weather, passenger delay, etc.

If a Flight Attendant runs ~~less than~~ one (1) hour or less late and because of that is not scheduled to receive the ~~nine (9)~~ ten (10) hour minimum break, the Flight Attendant has ~~three (3)~~ two (2) choices:

1. Be pulled without pay from enough flights to make her/him legal, as outlined in Article 8.7.A; or,
2. Agree to adjust her/his report time no later than thirty (30) minutes prior to scheduled departure of non-Regulatory Requirements flights, or no later than forty-five (45) minutes prior to scheduled departure of Regulatory Requirements flights or 737-800 flights (when the 45 minute report time is implemented in the system for 737-800 flights) to avoid loss of pay.
- ~~3. Fly the pairing as is without additional compensation provided the Flight Attendant has the required ten (10:00) hours compensatory rest the following day.~~

The Flight Attendant must contact Crew Scheduling at the completion of the pairing to exercise these options; otherwise Crew Scheduling will apply option #~~3~~1.

**LOA dated August 13, 2010 is no longer applicable:**

The Company and the Union agree that if a Flight Attendant adjusts her/his schedule for less than FAR legal rest after the scheduled flying on their pairing in progress was publicly posted late, the Flight Attendant will have one of the following options:

1. Pick up a comparable Open Time pairing with a same day check-in that she/he is FAR legal to fly; or
2. Scheduling will adjust the affected assignment as follows:
  - Any legs pulled due to FARs will be unpaid.
  - The Flight Attendant will recover the pairing at the earliest point possible.

- Adjustments will allow for no less than a 9-Hour Domicile Break In accordance with Article 8.6.B.
- Any deadheads scheduled to recover the Flight Attendant will be unpaid.

The Flight Attendant must make her/his choice by the end of debrief of the pairing in progress. Otherwise, Scheduling will adjust the affected assignment as outlined above.

It Is further understood that this agreement will apply to a Flight Attendant who trades her/his subsequent pairing for another pairing if the check-in of the new pairing is earlier than the original pairing; however, if the trade is for a later check-in, this agreement would not apply, and any required adjustments, If necessary, would be in accordance with the applicable language in the C.B.A.

For the purposes of this agreement, it is understood that "publicly posted" will be the flight times posted on Southwest.com. In the event that the Southwest.com domain name changes in the future, it is understood that this agreement will apply to the new domain name. Additionally, pay for pulled trips will not exceed the amount of TFP that would have been pulled from the original pairing, where applicable.

#### **ACKNOWLEDGED**



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Brendan Conlon  
Southwest Airlines

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Lyn Montgomery  
President TWU Local 556

Date: January 4, 2022