The heading of the Article was changed to add security as that is part of this Article as well. Some references were also changed such as Inflight Services to Inflight Operations.

#### **ARTICLE 25**

# SAFETY, HEALTH, AND SECURITY

- 1. The Company recognizes the importance of health and safety to Southwest Airlines and all Flight Attendants, and agrees to the formation and utilization of the Flight Attendants' Safety, Health, and Security Committee(s) to be appointed by the Union. The Company will make every effort to notify the Union President/designee of matters related to safety, health, and security as soon as practicable. The Vice President of Inflight Operations or her/his designee agrees to meet with the Union President/designee(s) on a monthly basis to discuss issues relating to Flight Attendants' safety, health, and security including but not limited to, regulatory compliance issues and Company and FAA required training.
- 2. Flight Attendants shall be provided safe equipment, working areas, and working conditions.
- 3. The Committee(s) will review all job-related Flight Attendant accidents, illnesses and Hazard Reports and will issue written recommendations which will be considered by the Company. The Union will be provided with copies of all Flight Attendant occupational accident or illness reports. The Company will supply the results of any health or safety surveys conducted which affect Flight Attendants as they become available to Southwest Airlines.
- 4. The Company will inform the Union President/designee and Flight Attendants of potential environmental hazards as soon as practicable.
- 5. Air quality, temperature, contamination, and noise level information, if monitored by government agencies and furnished to the Company, or by the Company and/or its agents, will be furnished to the Union.

The Company will continue to meet or exceed all Federal Aviation Regulations (FARs) pertaining to cabin air quality, temperature, and noise levels applicable to aircraft operated by the Company.

The Company will allow Union participation in any and all air quality, temperature, and noise level studies performed by US government agencies or the Company and/or its agents. Designated representatives from the Union and Inflight Operations will meet as needed to discuss any areas of concern relative to cabin

air quality, temperature, and noise levels. Other departments will be invited as needed.

Flight Attendant air quality and environmental complaints must be submitted to the Company within five (5) business days of knowledge of the condition. Such complaints will be acknowledged by the Company within five (5) business days after receipt. Within fourteen (14) business days thereafter, the Company will provide the Flight Attendant with a complete response or a status update. A copy of such response will also be provided to the Union President/designee.

This contractual provision obligates the Company to allow for cabin temperature reporting, ensuring Flight Attendant's concerns are being heard.

The Company will continue to provide a process for Flight Attendants to report concerns with aircraft cabin temperatures.

Currently, a hearing test is offered in each domicile annually on a day the Company chooses. The changes allow for a Flight Attendant to request a hearing test instead of relying on the tests being administered on a day the Company chooses.

6. On an annual basis, Flight Attendants will have notification of and access to hearing tests offered by the Company.

A Flight Attendant may request and will be provided one hearing test per year in a domicile at Company expense. A copy of the hearing test results will be provided to the Flight Attendant and retained by the Company. A Flight Attendant may request a copy of the hearing test results to be placed in her/his medical file.

Ear plugs will be made available in domicile lounges at Company expense.

7. The Union President/designee will be notified and may send up to three (3) representatives in addition to the Union President to any and all Company health and safety meetings affecting Flight Attendants.

Having three sizes of gloves ensures proper fitting when donning gloves.

8. All stations shall be equipped with proper equipment, and personnel trained and qualified to assist crew members to clean up bodily fluids. If the Flight Attendant determines the risk level to be high, or if she/he encounters an extremely large spill of blood or bodily fluids, clean-up will not be the responsibility of the Flight Attendant; instead, prescribed Company procedures will be followed to arrange for

clean-up of aircraft and disposal of waste. Gloves in at least three (3) sizes: Small, Medium, and Large will be made available to Flight Attendants onboard the aircraft.

This language expands upon the provisions in Article 15.12.A and includes that the Union will be notified of any event as well. Serious incident was also added as the previous language in Article 15 was narrow in scope.

- 9. HIJACKING, TERRORIST INCIDENT, AIRCRAFT ACCIDENT OR SERIOUS INCIDENT
  - A. The Company will notify the Union President/ designee of any aircraft accident, serious incident, hijacking, kidnapping, or terrorist incident in which a Flight Attendant(s) is involved as soon as practicable. Names and employee numbers of the Flight Attendant(s) will be provided to the Union President/designee.
  - B. The Company will provide the crew involved transportation from the point of the event to her/his place of residence.
  - C. The Company will provide a paid leave for fourteen (14) calendar days.

Clarifying language to ensure no Flight Attendant would be onboard during a bomb search.

10. Bomb threat searches of aircraft on the ground will not be conducted by Flight Attendants, nor will Flight Attendants be required to remain on board the Aircraft during a bomb search after passengers have deplaned.

The Company is now obligated to cover expenses for Go Team members and also guarantees they will be invited to any scheduled training.

11. The Company will provide the Union with a minimum of two (2) seats on the Go Team aircraft and will cover reasonable expenses limited to the event. Inflight Go Team Members will be invited to participate in scheduled Bloodborne Pathogen Recurrent Training and other scheduled Inflight Go Team Training(s).

Language was added to ensure a Flight Attendant would be notified promptly should they be exposed to a communicable disease as would the Union so we could offer assistance. Sharps injury was also added as this is a real issue our workgroup can face.

12. If the Center for Disease Control and Prevention or other national health agency of a country in which the Company operates flights notifies the Company that a Flight Attendant has been exposed to a reportable communicable disease during

the course of her/his on duty periods, the Company will promptly notify the Flight Attendant and Union President/designee.

In the event that a Flight Attendant is exposed to a communicable disease, bodily fluids, or sharps injury while on duty, the Company will offer testing and treatments recommended by appropriate governmental health care agencies at no cost to the Flight Attendant.

- 13. The Company is responsible for development of Flight Attendant training curricula; however, the Company will seek the views of and work with the Union regarding any Flight Attendant self defense training which may be offered. The Company will provide the Union President/designee a preview of Recurrent Training and will consider timely recommendations by the Union.
- 14. The Company will provide security via electronic means or security personnel in all parking areas designated as Flight Attendant parking areas.
- 15. Subject to aircraft manufacturer's concurrence and any applicable confidentiality requirements, the Union President/designee(s) will participate in any future galley and cabin design studies or major modifications in which the Company is involved.

The language in the fatigue policy needed to change to be more in line with what the current practice is. It also provides for more clear timeframes and outlines the process for the Flight Attendant.

### 16. FATIGUE

Flight safety is a concern for both the Company and the Union. The following will apply in the event a Flight Attendant, while on a pairing, or between back-to-back pairings, deems herself/himself unsafe to fly or perform required duties due to fatigue:

A. The Flight Attendant shall notify Crew Scheduling immediately if she/he considers herself/himself unsafe to fly or perform required duties. Scheduling will accept the notification and pull the Flight Attendant with pay. Within seventy-two (72) hours following the notification, the Flight Attendant will complete and submit an Inflight Fatigue Report to the Fatigue Review Committee for review. The pull may be converted to a Leave Without Pay if the Flight Attendant does not submit the Inflight Fatigue Report or, after consulting with the Fatigue Review Committee the Flight Attendant's Base Leader determines that the circumstances giving rise to the fatigue were not duty-related.

- B. Upon notification of fatigue from a Flight Attendant, Crew Scheduling will schedule the Flight Attendant for a minimum of 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.
- C. 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.

### 17. INTERNATIONAL SECURITY

A. The Company will, at its expense, provide appropriate security for Flight Attendants to and from the airport, and at Crew Hotels. Additionally, all appropriate security measures will be employed in situations involving travel warnings by agencies such as the U.S. Department of State, etc. up to and including, evacuation from and/or suspension of operations to, such international destinations.

Language was added to ensure both the Union President/designee and Flight Attendants would be notified promptly of any security issues at international locations. It also grants the Union President/designee the ability to meet with the VP of Inflight Operations/designee to discuss these issues.

B. Unless prohibited by a governmental agency, the Company will promptly notify the Union President/designee and Flight Attendants as soon as practicable after receiving information regarding hostilities, terror threats, political disruptions, or natural disasters that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. The Union President/designee may request to meet with the Vice President

Inflight Operations/designee to review the impact such hostilities or disruptions may have on Flight Attendants.

After a tumultuous few years during the pandemic, it was imperative the Company maintained a passenger no-fly list and that Flight Attendants be given contractual protections should they be a victim of assault at work.

18. The Company will maintain a passenger no-fly list. The Vice President of Inflight Operations or her/his designee agrees to meet with the Union President/designee to discuss and consider recommendations from the Union regarding the assaults and unruly passenger behavior.

Any Flight Attendant who is the victim of assault while at work will receive the Company's full support, including appropriate legal assistance, reasonable travel expenses, and paid absence for time away from work necessary to attend criminal proceedings associated with the prosecution of the offender.

ASAP was codified into the Contract.

## 19. SAFETY PROGRAMS

Aviation Safety Action Program (ASAP): The objective, processes, and other provisions of the ASAP are provided in the Memorandum of Understanding (MOU), revision date May 1, 2017, among the Company, the FAA, and the Union (as amended, modified, or supplemented from time to time). Additionally, a Letter of Understanding (LOU) between the Company and Union, revision date April 30, 2022 (as amended, modified, or supplemented from time to time) further defines program funding and certain processes surrounding non-sole source to the Company reporting.

After the pandemic, it was important to have contractual language for any future public health emergencies, including the pay for Flight Attendant's should they have to be pulled. It also ensures the Company and Union must meet and agree before any deviations from the Contract are implemented.

#### 20. INFECTIOUS DISEASES

In the event of a declaration of a pandemic of public health emergency by the U.S. Department of Health and Human Services [HHS] (or a similar federal government body) and Company policy requires a Flight Attendant to quarantine, duties missed will be paid by Company Convenience (CC) pay.

A. The Company will provide CDC guidance to all Flight Attendants in a timely manner.

- B. The Company will make every effort to provide all reasonable and necessary personal protective equipment to Flight Attendants when a public health emergency is declared.
- C. In the event, that a law, regulation, or policy isolates due to an infectious disease or quarantine applies to Southwest Airlines and its employees:
  - 1. The Company will pay or reimburse a Flight Attendant for all out-of-pocket costs of any testing required or recommended by the CDC.
  - 2. A Flight Attendant who is removed from flying and must travel back to their residence or domicile on their own will be:
    - a. Reimbursed for all reasonable out-of-pocket expenses; and
    - b. Paid for all duties pulled on a daily basis or ADG (Average Daily Guarantee), whichever is greater, until they are returned to domicile or commuter city.
- D. In response to the above declaration, any deviation from the Agreement's existing pay rules and/or working conditions requires that the parties will meet and confer and must agree, in writing, prior to implementing such changes.

This is current practice, now codified.

21. The Company will provide reasonable accommodations to Flight Attendants who have an approved animal allergy accommodation request.