

ARTICLE 30
PROFIT SHARING AND RETIREMENT

1. PROFIT SHARING PLAN

- A. The employees covered hereunder shall be included in the Southwest Airlines Co. Profit Sharing Plan which became effective as of January 1, 1973, as it may be amended from time to time.
- B. It is recognized the Flight Attendants of Southwest Airlines depend on the Southwest Airlines Co. Profit Sharing Plan to provide for a significant portion of the Flight Attendants' retirement program.
- C. Should the Southwest Airlines Board of Directors take action to terminate the Plan, this Agreement will be reopened for the limited purpose of negotiating a plan to replace the Profit Sharing Plan.

2. 401(k) / ROTH 401(k) PLANS

- A. The Company will match any Flight Attendant's contribution to the 401(K) and/or Roth 401(K) Plan maintained by the Company, at a rate of \$1.00 for each \$1.00 contributed by the Flight Attendant, up to a maximum Flight Attendant contribution of 9.3%.

The "me-too" provision was added to ensure we would benefit from any other workgroup, besides the pilots, seeing an improvement in their 401(k). The Company was unwilling to give any more as multiple other workgroups on property have me-too clauses and due to the fact we are still at the top of the industry in our matching percentage.

If any employee group (excluding pilots) receives an improvement to the Company's 401(k) contribution, then that same improvement (subject to the same terms and conditions) will be offered to employees covered by this agreement.

- B. Vesting in General for 401(k) Company Match. A Member shall 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 her/his completed years of Vesting Service in accordance with the following schedule:

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

- C. Accelerated Vesting. A Member shall be fully vested and have a nonforfeitable interest in the balance credited to her/his Matching Contributions Account if:
1. The employee becomes medically disabled; or
 2. The employee retires at or after age 65; or
 3. The employee retires with at least 25 years of credited service or, at or after age 55 with at least 15 years of credited service, or at or after age 60 with a minimum of 12 year's service with the Company, or at or after age 61 and one-half (61½) with a minimum of 10 years' service with the Company.
- D. If any additional or different investment funds are offered to any Employee group participating in the Southwest Airlines Co. 401(K) Plan, then such additional or different investment funds shall 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.
- E. Upon request, the Chairperson of the Southwest Airlines Profitsharing/ 401(K) Committee, or his/her designee, will meet with the President of the Union, or her/his designee, following any normally scheduled meetings of the Profitsharing/ 401(K) Committee to provide a briefing and update on any decisions made by the Committee.
- F. If the Company's matching contribution for the benefit of a Flight Attendant exceeds the amount that may be contributed to the 401(k) plan for the benefit of such Flight Attendant, due to reasons including, but not limited to, potential violations of the nondiscrimination requirements or legal limits, the excess amount will be paid in cash to the Flight Attendant as soon as the determination is made that the amount may not be contributed to the plan.

G. Matching contributions will be made at the same time that the Flight Attendant's contributions are made.

3. **GENERAL**

See Article 16 Sick Leave / OJI for a full detail of the Flight Attendant Retiree Health Care, Life Insurance, and AD&D.