### **ARTICLE 8**

# **HOURS OF SERVICE**

Incorporated all 10-Hour FAA mandated Crew Rest from end of debrief to check-in and domicile rest throughout the Contract. This language was part of the 10-hour Rest Letter of Agreement signed January 7, 2022 and fully incorporated July 1, 2022.

## 1. DUTY LIMITATIONS

- A. The limitations provided for herein will include all flight time when a Flight Attendant is assigned as a crew member on regularly scheduled pairings, deadheads, extra sections, ferry, or charter trips and scenic flights.
- B. A Flight Attendant shall not be scheduled on an original pairing for more than seven (7) legs in any twenty-four (24) consecutive hours unless broken by crew rest, eleven (11) hours from end of debrief to check-in at an overnight station or eleven and one-half 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.
- C. A Flight Attendant shall not be scheduled to fly more than twenty-eight (28) legs in any seven (7) consecutive days. The Flight Attendant may, at her/his option, fly more than twenty-eight (28) legs in a seven (7) day period provided she/he is not scheduled to do so.

The max TFP a Flight Attendant can be scheduled for in a month is 130 TFP. Giving a Flight Attendant on leave the ability to withdraw that max amount if they have enough sick bank to cover it just made sense so it was changed.

- D. A Flight Attendant shall not be scheduled to fly pairings totaling more than one hundred thirty (130) trips for pay or ninety (90) legs, whichever is less, in a bid month. A Flight Attendant may, at her/his option, exceed the monthly maximum. For purposes of bidding, Flight Attendants will be paid a maximum of one hundred thirty (130) TFPs for sick leave and medical leave as outlined in Article 10.1.A.7.
- E. Notification of Flight Status
  - 1. The Company will make available via electronic means (text messaging and email) the status of flights for the current day.
  - 2. When a scheduled departure is delayed over two (2) hours, or

canceled, the Company will notify the Flight Attendant by electronic means (text messaging or email as designated by the Flight Attendant). The Flight Attendant may also contact Crew Scheduling to determine whether to remain at home or the hotel, or proceed to the airport. If the Company fails to notify such Flight Attendant as stated above, each Flight Attendant will be compensated an additional two (2.0) TFP.

3. In situations when Crew Scheduling allows a Flight Attendant to remain at the hotel or home, the Flight Attendant's duty day will not commence until she/he actually reports to the airport as directed by Crew Scheduling. Flight Attendants must remain available (via cell phone or the phone in her/his hotel room) to Crew Scheduling for reschedule. Failure to do so may result in a no-show. If the hotel does not provide transportation, the Flight Attendant will be responsible for payment of any transportation, but should submit receipts for reimbursement.

Added protections in the event a Flight Attendant(s) must remain on duty, on board the aircraft for any reason. If the Flight Attendant is released for their domicile break, it will begin 30 minutes after release by Crew Scheduling. This language was negotiated to address inconsistencies when Crew Scheduling requires a Flight Attendant to remain onboard the aircraft.

- F. If a Flight Attendant(s) is required by Crew Scheduling to remain with an aircraft and/or at the airport for any reason, the Flight Attendant's duty day will continue until Crew Scheduling releases the Flight Attendant. Should the Flight Attendant encounter an illegal duty day all provisions stated in Sections 2.C 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.
- G. Each Flight Attendant must have no less than one continuous forty-eight (48) hour period free from all duty within any seven (7) consecutive day period. The seven consecutive days will be domicile days. This forty-eight (48) hour period is calculated from end of debrief to check-in.

# 2. DUTY PERIOD LIMITATIONS

- A. Duty Period Reporting
  - 1. An on-duty period shall commence at the time a Flight Attendant is

required to report for duty.

a. Check-in time at a domicile shall be one (1) hour prior to scheduled departure.

The 45 minutes came into the Contract in 2016 but the Company has not implemented it due to their technology challenges. In this round of bargaining, the Company expressed that they don't necessarily need the full 45 minutes and would like the flexibility to have check-in times that are between 30 to 45 minutes. An example that was given by the Company is that it takes longer to board LGA in the winter than it does in the summer. This does NOT increase the duty period. Advanced notice will be given in the bid packet and will be consistent during that bid period.

b. Check-in time at outstations will be thirty (30) minutes prior to scheduled departure, except check-in will be no more than forty-five (45) minutes prior to scheduled departure for working (not deadheading) Flight Attendants on Regulatory Requirements (RR) flights, 737 MAX 7 (150 seats), or scheduled -800 aircraft.

If the Flight Attendant is required to report to an outstation with the Pilots for a Regulatory Requirements flight, the Flight Attendant's duty day will commence at the same time as the Pilots' duty day, if earlier.

c. A Flight Attendant is required to be at the aircraft thirty (30) minutes prior to departure, and no more than forty-five (45) minutes prior to departure for working (not deadheading) Flight Attendants on Regulatory Requirements (RR) flights, 737 MAX 7 (150 seats), or scheduled -800 aircraft.

The Company will notify the Union of changes to established check-in times at least ninety (90) days before implementation of the first day of a scheduled bid period. The Company will notify the Flight Attendants via a Read Before Fly (RBF). These established check-in times will be identical in all bases during that bid period. These reporting requirements will be indicated on the Flight Attendant's pairing display. Check-in times will include appropriate time for Flight Attendants to perform their pre-flight duties prior to the commencement of boarding.

Flight Attendants are responsible for themselves. For the

purpose of gate evaluations, the FID's monitor in the Flight Attendant lounges will serve as the official clock in determining the time for Flight Attendants to be at the gate prior to departure. The Company will allow a three (3) minute grace period to be deducted from the time indicated on the Flight Attendant Lounge FID.

- d. If a Flight Attendant MBLs at the beginning of a pairing, her/his duty day will begin at scheduled check-in time or actual check-in time, whichever is later. In this situation, the Flight Attendant is required to be at the aircraft fifteen (15) minutes prior to scheduled departure for non-Regulatory Requirements (RR) flights and forty-five (45) minutes prior to scheduled departure for Regulatory Requirements (RR) flights. The Flight Attendant is required to confirm her/his arrival at the aircraft by Crew Scheduling, and failure to do so may be treated as a no-show. One such MBL in a calendar quarter shall be non-chargeable as stated in Article 32.
- e. Check-in times will not be reduced to accommodate contractual crew rest/duty period in domicile. If a Flight Attendant's check-in time is reduced to accommodate crew rest for FAR purposes at an RON, for pay and scheduling purposes the duty period will commence at the scheduled check-in time.

Incorporated language from a grievance settlement signed September 13, 2017, that stemmed from check-in issues related to when a Flight Attendant had two pairings in one day. The settlement protected our unlimited trip trade/give away, even when picking up two pairings in one day. The language was implemented shortly thereafter.

f. A Flight Attendant checking in for their initial pairing will be automatically checked in for all subsequent pairings on that same day, provided that the subsequent check-in time(s) is within six (6) hours of the time at which the Flight Attendant checked in for the initial pairing.

The Flight Attendant may contact Crew Scheduling after completion of the first pairing to have the check-in removed

from the subsequent pairing(s), provided Crew Scheduling does not have a reschedule for the Flight Attendant at that time. The Flight Attendant will be responsible for checking in again for the subsequent pairing(s) subject to all applicable requirements of the Attendance Policy in Article 32 of the CBA. However, all pairings will still constitute one continuous duty period for FAR purposes.

In accordance with Article 12.12.B, the following applies:

When combining more than one pairing in the same domicile day, Flight Attendant(s) may schedule themselves for more than fourteen (14) hours as long as they are only scheduled to deadhead beyond 13:30 hours from the first check-in.

If Flight Attendant(s) give themselves two (2) hours between pairings and runs late on a subsequent pairing(s) the Flight Attendant will receive straight time unless a subsequent pairing(s) encounters illegalities independent of the combined duty day. Duty periods will not be combinable for determining premium pay for extended duty days. If any pairing(s) runs late into a subsequent pairing(s) and any subsequent scheduled pairing(s) needs to be pulled/rescheduled due to missing the push of a subsequent pairing(s), the Flight Attendant will not suffer a loss of pay. The Flight Attendant will be guaranteed the greater of the sum of the originally assigned pairing(s) or what the Flight Attendant actually flew.

- g. If a Flight Attendant runs one (1) hour or less late and because of that is not scheduled to receive the "24 in 7" break, the Flight Attendant has two (2) choices:
  - 1. Be pulled without pay from enough flights to make her/him legal, as outlined in Section 6.A of this Article; or,
  - 2. Agree to adjust her/his report time no later than report time at the aircraft per Section 2.A.1.c of this Article to avoid loss of pay.
- h. If a Flight Attendant runs more than one (1) hour late and because of that is not scheduled to receive the "24 in 7" break, the Flight Attendant has two (2) choices:
  - 1. Be pulled with pay from enough flights to make her/him legal, as outlined in Section 6.A of this Article; or,

- 2. Agree to adjust her/his report time no later than report time at the aircraft per Section 2.A.1.c of this Article and receive time and one half (1.5) for the portion that otherwise would have been pulled.
- Flight Attendants will not be responsible to be in their boarding positions for the outbound flight prior to the scheduled arrival time. However, the Company may reasonably require early boarding under critical circumstances.

Added protections for Flight Attendants who experience delays when clearing customs. Crew Scheduling will extend their duty day.

2. A duty period shall terminate thirty (30) minutes after block arrival of a flight at the home domicile and at an outstation. This thirty (30) minute period after block arrival will be for debrief.

If a Flight Attendant is required to extend their duty period to clear Customs, they may call Crew Scheduling to have their day extended.

When incorporating the 10-Hour FAA mandated Crew Rest in 2022, the Negotiating Committee addressed the 30 minute debrief into a RON. Currently, a Flight Attendants CWA screen does not include the debrief into a RON for purposes of duty, except to calculate the DHR RIG. This ensures that the entire period on duty is reflected.

# B. Duty Period

1. Into an RON, a Flight Attendant shall not be scheduled to be on duty for more than eleven (11) consecutive hours (i.e. from check-in to end of debrief).

When incorporating the 10-Hour FAA mandated Crew Rest in 2022, the Negotiating Committee addressed the 30 minute debrief into a RON. Currently, a Flight Attendants CWA screen does not include the debrief into a RON including when Crew Scheduling reschedules a Flight Attendant. This protection ensures that a Flight Attendants debrief period will be accounted for when rescheduled.

2. Into an RON, a Flight Attendant will not be rescheduled to remain

- on duty in excess of thirteen (13) hours (i.e. from check-in to end of debrief).
- 3. When returning to domicile, a Flight Attendant will not be scheduled to be on duty for more than ten and one-half (10:30) consecutive hours (i.e. from check-in to end of debrief).
- 4. When returning to domicile, a Flight Attendant will not be rescheduled to remain on duty in excess of twelve and one-half (12:30) hours (i.e. from check-in to end of debrief).
- 5. Notwithstanding the duty limitations contained in this Section B, in the event of an irregular operation a Flight Attendant will be required to remain on her/his pairing even if doing so requires the Flight Attendant to exceed her/his maximum duty hours.
- C. Extended duty periods will be compensated as follows:

One of the long-standing issues with extended duty day and IROPs is the RIG language that pays the greater of all sources or the DHR RIG. Often times Flight Attendants who experience extended duty days do not benefit from the double or triple time premium as it gets absorbed into the RIG. Your Negotiating Committee was successful in getting the above double time premium **paid above all RIGs**. This was a huge gain in TA2024, and Flight Attendants will now be paid double time and not lose out if the DHR RIG kicks in.

- 1. If a Flight Attendant's duty period exceeds twelve (12) hours the Flight Attendant will be paid for trips flown after the duty period exceeds twelve (12) hours at 2.0 (two) times the applicable trip rate until the Flight Attendant receives legal crew rest. This extended duty day pay will be paid in accordance with Article 21.22.E.2.a.
- If a Flight Attendant's duty period exceeds twelve and one-half (12:30) hours into domicile or thirteen (13) hours into an RON, following the termination of the pairing at the home domicile, the Flight Attendant must have time off equal to double the time spent on duty on the day the duty period exceeded twelve and one-half (12:30) hours into domicile or thirteen (13) hours into an RON.

If the Flight Attendant is scheduled to work, including Recurrent Training (RT), during that time, the Flight Attendant must contact

Crew Scheduling within sixty (60) minutes following release of the pairing in order to be pulled from sufficient trips with pay or RT without pay to receive the necessary rest. If the Flight Attendant has RT pulled, she/he must reschedule RT, and upon completion, she/he will be compensated for the completed RT as outlined in Article 21.9. If the Flight Attendant does not call Crew Scheduling, or chooses to attend RT or work those trips which could have been pulled, she/he will be paid at one and one-half (1.5) times the applicable trip rate for all trips flown or attending RT until the necessary rest is received. The Flight Attendant will not be denied her/his choice.

A Flight Attendant entitled to time off due to an illegal duty day and scheduled for a VJA pairing the following day, will be paid VJA pay for all trips pulled. The Flight Attendant may choose to fly the pairing for double time (2.0) for all trips pulled if such trips are FAR legal. The following clarifies what will be pulled with compensation, and the calculation for multiple duty days that exceed twelve and one-half (12:30) hours into domicile or thirteen (13) hours into an RON:

If a Flight Attendant on a multi-day pairing has more than one day over twelve and one half (12:30) hours into domicile or thirteen (13) hours into an RON, she/he will be adjusted as stated herein for each day over twelve and one half (12:30) hours into domicile or thirteen (13) hours into an RON. The Flight Attendant(s) will suffer no loss of pay from the adjustment.

Example: Flight Attendant has a fourteen (14) hour duty day on day one of a three (3) day, and a fourteen (14) hour duty day on day two, the Flight Attendant will be adjusted to fifty-six (56) hours free of duty at the completion of the pairing.

Ideally, this is not what the industry would consider a drop-dead clause. The Company was very resistant to agreeing to any drop dead/walk-off language. Your Negotiating Committee prioritized getting language into the contract that can be built upon in the future.

- 3. On the last day of a Flight Attendant's scheduled pairing, if a duty period exceeds thirteen (13) hours and is projected to exceed sixteen (16) hours, a Flight Attendant may elect to be pulled under the following conditions:
  - a. Must contact Crew Scheduling as soon as possible prior to the pull;

- b. Pull must occur at a domicile;
- c. Sufficient Reserves are available;
- Does not cause an unscheduled overnight;
- e. The pull will be unpaid;
- f. Return travel will be a must-ride; and,
- g. Returned to their base or home, limited to the Southwest system.

If a Flight Attendant's duty period exceeds sixteen (16) hours, the Flight Attendant will be paid for all trips flown after twelve (12) hours at triple (3.0) times the applicable trip rate until the Flight Attendant receives legal crew rest. This extended duty day pay will be paid in accordance with Article 21.22.E.2.a.

One of the long-standing issues with extended duty days and IROPs is the RIG language that pays the greater of all sources or the DHR RIG. Oftentimes Flight Attendants who experience extended duty days do not benefit from the double time premium, as it gets absorbed into the RIG. Your Negotiating Committee was successful in getting the above double time premium paid above all RIGs, including on a VJA or JA pairing. This was a huge gain in TA2024, and Flight Attendants will now be paid double time and not lose out if the DHR RIG kicks in.

- 4. If a Flight Attendant on a VJA or JA pairing receives an illegal duty day, she/he will be compensated at double time and one-half (2.5) for her/his illegalities. (For example: the Flight Attendant goes over twelve (12:00) hours, the legs involved in the illegality will be paid at double time and one-half (2.5). The extended duty day pay will be paid in accordance with Article 21.22.E.2.a.
- 5. If a Flight Attendant has an illegal duty day which exceeds twelve and one-half (12:30) hours into domicile or thirteen (13) hours into an RON, Crew Scheduling will adjust the Flight Attendant's schedule under the parameters stated in Section 2.C above if the following conditions are met:
  - a. The Flight Attendant was already scheduled for her/his affected assignments prior to her/his duty day being posted as greater than twelve and one-half (12:30) hours late into domicile or thirteen (13) hours into an RON; and,
  - the Flight Attendant contacts Crew Scheduling within sixty
    (60) minutes following release of the pairing with the illegal duty day to exercise her/his option as stated in Section 2.C

above.

If a Flight Attendant's duty day is extended beyond twelve and one-half (12:30) hours into domicile or thirteen (13) hours into an RON due to irregular operations, Crew Scheduling will only adjust for double the time off for the illegal duty day if she/he acquired the affected assignment before becoming illegal.

If the Flight Attendant's scheduled flying was publicly posted to extend her/his duty day beyond twelve and one-half (12:30) hours into domicile or thirteen (13) hours into an RON prior to acquiring the affected assignment, Crew Scheduling will adjust this assignment for FAR purposes only. In this case, any legs pulled due to FARs will be unpaid. In the event that no FAR adjustment is needed and the assignment was picked up while already illegal, then the Flight Attendant will remain on this assignment and is not eligible for any of the options as stated in Section 2.C.2 of this Article.

Added additional IROP protections when a Flight Attendant experiences a delay on a pairing (non-reschedule) of 2:00 hours or more. Flight Attendants have made it clear that protecting their time on duty is a priority, especially when returning back to domicile. The additional 1 TFP will be **paid above all RIGs.** 

#### 6. LATE RETURN OVERRIDE

A Flight Attendant on the last duty period of an original assignment will be paid one (1) TFP for an actual block in greater than one hundred twenty (120) minutes after the originally scheduled block in. The late return override pay will be paid in accordance with Article 21.22.E.2.b.

D. If a Flight Attendant is selected for random drug/alcohol testing while on duty, the Flight Attendant's duty period will be extended by an additional thirty (30) minutes after debrief, or the actual completion of testing, whichever is later. In no case will the duty time exceed more than one and one-half (1:30) hours after debrief. (This does not affect the Flight Attendant's obligation to comply with the federally mandated Drug Testing Plan.)

# 3. CREW REST (SCHEDULED AND ACTUAL)

A. A duty period shall run continuously unless broken by an overnight rest period that is scheduled for eleven (11) hours from end of debrief to check-

- in. Line Holders given an RON in domicile 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 on a rescheduled pairing will receive at least ten (10) hours crew rest from end of debrief to check-in.
- B. A Flight Attendant shall not be required to keep the Company advised of her/his whereabouts during the off-duty periods.

Previously, the above protection was only granted to Flight Attendants on Reserve. Now all Flight Attendants – Reserves and Lineholders will only be contacted once during crew rest and must be guaranteed 7 consecutive hours of uninterrupted rest. We maintained the long-standing language that affords all Flight Attendants the right to not answer their phones during off-duty periods.

- C. A Flight Attendant may be contacted only once during crew rest, and must be guaranteed seven (7) consecutive hours of uninterrupted crew rest between block in and block out. If a Flight Attendant is contacted during the crew rest and does not receive seven (7) hours of uninterrupted crew rest, the Flight Attendant will receive one and one-half (1.5) times the applicable trip rate for that assignment until such Flight Attendant receives legal crew rest.
- 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) from end of debrief to check-in. If the Reserve receives less than 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 at two (2.0) times the applicable trip rate until he/she receives legal Crew rest (straight time towards monthly guarantee and premium pay above monthly guarantee). Under no circumstances will a Reserve be assigned a pairing with less than FAR minimum rest.

### 4. RON HOTEL TRANSPORTATION DELAYS

A Flight Attendant(s) with less than ten and one-half (10:30) hours of consecutive rest from 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 Crew Scheduling to advise of the situation. In such situations, Crew 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.

#### 5. SHORTBACK

A duty period may be broken by a rest period that is scheduled for not less than ten (10) hours 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 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 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.

## 6. DOMICILE BREAK

- A. A Flight Attendant holding a regular line of time will have a minimum eleven and one-half (11:30) hours scheduled break between pairings from end of debrief to check-in at the home domicile unless she/he elects otherwise. If eleven and one-half (11:30) hours is scheduled and the Flight Attendant does not receive at least 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 eleven and one-half (11:30) hours domicile break from end of debrief to check-in. The Flight Attendant will not suffer a loss of pay as a result of such schedule adjustment. Check-in times will not be reduced to accommodate domicile break.
- B. If a Flight Attendant adjusts her/his schedule and allows a domicile break of less than eleven and one-half (11:30) hours 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 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.
- C. The Flight Attendant may elect to fly pulled trips, if legal by FARs, for one and one half (1.5) times the applicable trip rate, unless otherwise specified in this Article.

#### 7. FAR PULLS

- A. A Flight Attendant scheduled for the 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 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.
- B. This language currently exists for Contract legalities as well as pickup language. In cases of recovery, Crew Scheduling will ensure that the Flight Attendant is recovered at the earliest point possible to reduce the loss of pay to the Flight Attendant. In FAR pulls without pay, the deadhead flights will be compensated. In FAR pulls with pay, the deadhead flights will not be compensated except when the deadhead exceeds the trips pulled (i.e., pulled from two (2.0) TFP for legality, deadhead is for two and one-half (2.5) TFP, the Flight Attendant would be compensated for the two and one-half (2.5) TFP).
- C. When it is necessary for Crew Scheduling to adjust a report time for FAR purposes, Crew Scheduling will notify the Flight Attendant(s) of the legal check-in time.

## 8. RED EYE OR NIGHT FLIGHT SERVICE

Max duty day protections for Red Eye clarified in TA2024 to 10 hours from check-in to debrief.

For purposes of this article, a "Red Eye" flight is any flight, excluding charters, that is originally scheduled to operate between or across 0200 and 0400 local time in either the departure or arrival city.

The maximum duty period for a Flight Attendant working a Red Eye or Night Flight will be ten (10) hours from check-in to end of debrief.

\$1.00/TFP will be applied to Red Eye or Night Flights.

No Flight Attendant shall be scheduled to work additional flights in a Red Eye duty period should the additional flight be scheduled to depart after 0400 local time. A Flight Attendant may be scheduled to deadhead to an overnight or back to domicile after completing the Red Eye flight.

During the last year of mediation, your Negotiating Committee attempted to address Red Eye flying. Southwest Airlines currently does not operate Red Eye flights for passenger service. After getting a briefing on their intentions to operate Red Eye's, and after reviewing SWAPA's language, your Negotiating Committee decided to add provisions that would allow for the development of true Red Eye pairings, lines, reserve and advocate for fatigue protections. The current Red Eye language will be improved upon and mirror rest and duty protections that the Pilots have in their CBA. TWU Local 556 has been notified that Red Eye flights will not be incorporated into the operation until 2026, at the earliest. Our current Red Eye pay is the highest in the industry.

Within six (6) months of the DOR of this agreement, the Union and the Company will convene to discuss the following topics including, but not limited to, pairing construction, line construction, reserve line construction, reschedules and fatigue mitigation. Additional contractual provisions will be codified in a letter of agreement. At least ninety (90) days prior to any bid containing Red Eye pairings, the Company will notify the Union in writing.

## 9. DAYLIGHT SAVINGS TIME

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 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 specified in this Article.

## 10. FAA MINIMUM CREW EXEMPTION

The Company agrees to meet with the Union as soon as practicable to discuss Flight Attendant procedures and the expedited implementation of such procedures, in order to provide relief in the event:

- A. The exemption is not extended
- B. The FAA mandates amendments to the exemption that would materially affect the current exemption
- C. The exemption is revoked for any reason

#### 11. MEAL AND IN FLIGHT REST BREAK

Added protections for Flight Attendants to have the ability to coordinate uninterrupted Crew breaks. Previously, this language appeared in our work rules, but were removed in 2017. Your Negotiating Committee wanted to ensure that Flight Attendants were given both rest and meal breaks. TWU Local 556 will continue to work with Southwest Airlines on operational issues related to Flight Attendants food availability while on duty.

- A. While on duty, Flight Attendants are permitted to take uninterrupted Crew breaks. Flight Attendant breaks may be utilized as a simple rest and/or meal break period. In order to ensure that Safety and Service are not compromised, the ability to take and/or length of coordinated Cabin Crew breaks is contingent upon the duration of flight/duty time.
- B. Rest breaks should not exceed fifteen (15) minutes in length while meal breaks may be up to thirty (30) minutes. In addition, the following criteria must always be met to protect the Safety and Hospitality of any flight:
  - 1. Coordination with Cabin Crew occurs prior to taking a break;
  - 2. Levels of snack and beverage Service specific to the flight are not compromised;
  - 3. All passenger requests continue to be met by those not on break; and
  - 4. All applicable policies and procedures contained within the Flight Attendant Manual are adhered to by the Flight Attendants without interruption.
- C. The Company and the Union will meet to determine solutions for food availability while on duty.