

## Grievance Settlement Agreement

The Parties agree to resolve Grievance Nos. 1860, 1862, 1863, 1864, 1865, 1866, 1872, 1884, 1896, 1897, 1915, 2103, 2116, 2127 and 2145 in accordance with the following terms:

1. Southwest and AMFA agree to the following application of Article 6, paragraphs 11.a. and 11.c. of the Collective Bargaining Agreement (CBA), to the situation in which an Employee(s) who has requested eight (8) hours rest shall be permitted to forego their paid rest and work their regular shift. The Company will only be required to request that Employees who have requested eight (8) hours rest forego their paid rest and work their regular shift when the Company has a need to call more Employees for overtime during the shift than the number of Employees assigned to that bid location and shift who are off work that shift for reasons other than Vacation, Floating Holiday, or Training. Employees off work for that shift for "other reasons" shall not include Employees on requested paid rest, Employees on emergency field service, or Employees working as temporary supervisors. The Company shall provide a means using the exception log for the Employee to indicate, in writing, his /her request for an 8 hour rest period.

### Examples

#### 1) 30 Employees in Bid Location (excluding Leads)

*5 Allocated to be Out for Vacation, Floating Holidays, or Training*

*7 Out for reasons other than Vacation, Floating Holidays, or Training but not including Employees on requested paid rest, on emergency field service, or working as temporary supervisors*

*If the Company has a need to call in overtime for more than 7 Employees on the shift, the Company must request a number of Employees on 8 hours rest equal to the number exceeding 7 to forego paid rest and work their regular shift.*

*If the Company has a need to call in 7 or less Employees for overtime during the shift, there shall be no requirement for the Company to request Employees on 8 hours rest to forego the rest and work their scheduled shift.*

2) *25 Employees in Bid Location (excluding Leads)*

*4 Allocated to be Out for Vacation, Floating Holidays, or Training*

*6 Out for reasons other than Vacation, Floating Holidays, or Training but not including Employees on requested paid rest, on emergency field service, or working as temporary supervisors*

*If the Company has a need to call in overtime for more than 6 Employees on the shift, the Company must request a number of Employees on 8 hours rest equal to the number exceeding 6 to forego paid rest and work their regular shift.*

*If the Company has a need to call in 6 or less Employees for overtime during the shift, there shall be no requirement for the Company to request Employees on 8 hours rest to forego the rest and work their scheduled shift.*

2. When, pursuant to paragraph 1 above, the Company is required to request Employees to forego the requested eight (8) hour rest period, it will offer Employee(s) who have requested rest to forego their paid rest in order, commencing with the Employee who has the least number of overtime hours as reflected in the overtime call-out system (OTCS). The Company will continue to request, on a one-for one basis, Employees who have requested eight (8) hours rest to forego their paid rest and work their regular shift until:
- a. The number of Employees who agree to forego their paid rest and work their regular shift is equal to the number of Employees needed as determined by the calculation set forth in paragraph 1 above, or
  - b. The Company has exhausted the list of Employees regularly assigned to the shift who have requested eight (8) hours rest.

After exhausting the list of Employees regularly assigned to the shift who have requested eight (8) hours rest, the Company shall revert to the normal overtime call out procedures set forth in Article 6 of the CBA to address any remaining need for additional Employees to work the shift as determined by the above paragraph 1 calculation.

3. Southwest agrees to award the Grievants listed in the above referenced Grievances the requested overtime pay, and AMFA agrees to withdraw the above-listed Grievances with prejudice upon payment of such awards.

