
TRANSPORT WORKERS UNION LOCAL 555



FAST FACTS 2024

**A GUIDE TO BETTER UNDERSTANDING OUR
COLLECTIVE BARGAINING AGREEMENT**

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ARTICLE 2 – SCOPE OF AGREEMENT

COVERED WORK

- As a general rule, supervisors are not to perform covered work by themselves. This is our work, and the Company agreed that supervisors should only assist us with specific duties. For example, Ramp Supervisors may not upload more than 5 items and may not offload more than 5 items per flight by themselves, including scanning. Ramp Supervisors may assist an agent actively loading or unloading a flight by loading up to 25 items and unloading up to 25 items. Ramp Supervisors cannot run bags.
- Supervisors cannot cover lunches, agent shortages, gate overflows, or perform covered duties during other long, drawn-out substitutions.

Supervisors may only fulfill the duties listed on the charts below, also located in Article 2, Paragraph B, of our Collective Bargaining Agreement (CBA).

Ramp

Wing Walking	May act as one of two aircraft guide agents unless a qualified agent is available at the start of the wing walking procedure of an aircraft.
Gate Services	May connect air or electric, but not both.
Working a Flight (Loading/Unloading)	May assist an agent actively loading or unloading a flight by loading up to twenty-five (25) items and unloading up to twenty-five (25) items per flight, including scanning. A supervisor is limited to loading up to five (5) bags and unloading up to five (5) bags per flight by themselves, including scanning.
Clyde Stand	May utilize the Clyde Stand.
Escort	May only perform escort duties traditionally performed by TWU 555 Members if a qualified agent is unavailable, or by agent request. Supervisors may escort all others.
Commodity Recovery	May recover and deliver commodities that have fallen in transport.
Deicing	May perform the duties of the second person on a deicing team unless a qualified agent is available at the start of the deicing process of an aircraft.
Jetway Items	May transport jetway items to and from the jetway.
T-Point	May assist an agent with overflows as a result of operational disruptions (e.g., belt breakdowns, backups, bag jams, etc.) until corrected.

Local Bag Drop	May assist with special and/or oversized items. (e.g., skis, guns, assistive devices).
Moving Carts	May move carts forward at the end of the belt loader.

Provisioning

Warehouse	May assist in the provisioning warehouse with an agent working the warehouse present (e.g., cleaning).
Needed Items	May deliver items to the agent at the aircraft.
Galley FWD & AFT	May assist an agent in the galley of the aircraft.
Clean Up (Biohazard etc...)	May cleanup biohazards (i.e., bodily fluids, etc.) upon request.
Stocking Provo Truck	May assist an agent with the stocking of supplies on a provisioning truck.
Guiding	May assist an agent by guiding.

Operations

Wheelchair Passengers	May push wheelchairs.
Passenger Lifts	May assist with passenger lifts.
Jetway Items	May assist an agent with gate checked bags and jetway items (e.g., tagging and/or placing items on slide, elevator, or mechanical lift).
Assistive Devices/Baby Items	May assist customers with items in the jetway (e.g., strollers, car seats, personal wheelchairs, walkers etc.).
Jetway Security	May assist an agent by monitoring the top or bottom of the jetway while the agent is working the same flight.
Fuel Slips	May assist an agent by retrieving the fuel slip if requested by the agent.

Freight

Counter (Front Desk)	May assist at the cargo counter only when an agent is present.
Warehouse	May assist in the cargo warehouse only when an agent is present.
Coverage	Facilities where one (1) agent is scheduled, may work the counter while the agent is in the warehouse or vice versa, and may cover breaks and lunches.
ETD/X-Ray Machine	May only assist at the ETD/X-Ray Machines if it alarms and further checks are needed, or the agent operating the machine requests assistance

Note: If you have questions, contact your Station Union Representative for more details.

If you witness a supervisor violating the contract, file a grievance (Beginning September 21, 2024, the payout for any covered work violations shall result in a minimum of two hours, at the applicable overtime rate, to be paid to the Employee(s) who should have received overtime (voluntary or mandatory) to perform the work. Depending on when the violation took place, the remedy could be more than 2 hours). By allowing Article 2 Covered Work violations to go uncontested, you undermine your own job security and eliminate opportunities for new agents to be hired and/or transferred in, not to mention the elimination of potential overtime opportunities. In other words, without "covered" work, we have no work.

ARTICLE 5 - CLASSIFICATIONS

There are two Classifications that define our work group.

Ramp Agent/Provisioning Agent and Operations Agent/Freight Agent.

Beginning on June 14, 2001, agents began accruing “R/O” or dual classification seniority. This means anyone hired after that date would be able to transfer between the classifications and utilize their full seniority for purposes of shift bidding, vacations, etc. However, those hired prior to the effective date of June 14, 2001, that transferred between classifications before June 14, 2001, would only get credit for the time they spend in each classification.



ARTICLE 6 - HOURS OF SERVICE

SECTION ONE

Meal Period

- An unpaid (but completely uninterrupted) 30-minute meal period shall be scheduled during your 4th, 5th, and 6th hour for an 8-hour shift, or during the middle two hours for shifts 4.5 up to 8 hours. Lunch must be completed before the end of the 6th hour or the second middle hour. The minute you start your shift is considered your 1st hour. It is management's responsibility to schedule lunches.
- For agents whose shift begins between the hours of 6:00pm and 4:00am, your lunch will be included in your shift as opposed to being an extra half hour unpaid (This includes bidded shifts, voluntary and mandatory overtime shifts, and shifts worked via shift pickup or trade).

Do not allow management to tell you that you had time for a lunch during the first hour of your shift or that you had exactly 30 minutes between flights. If management at your station fights agents over "No Lunches" and you see that your schedule does not have a natural break, push to have your supervisor inform you when your lunch break will be for that day, and if none is provided, file the appropriate grievance.

Q. What if I don't receive a lunch during those hours?

A "Late Lunch" is 0.5 OT. If a supervisor will not initial your "late lunch" in the exception log, contact your Union Representative to file a grievance.

Q. Can the Company schedule a lunch prior to the 4th hour?

A. No, the contract is clear, it has to be scheduled between the 4th, 5th, and 6th hour. (Part time, and shifts less than 8 hours, lunch is in the middle 2 hours of their scheduled shift.)

Q. What if I don't receive a lunch at all?

A. All Agents are guaranteed a lunch. If you do not receive a lunch prior to the end of your scheduled meal period, you must complete your current task (e.g. working a specific flight) and notify your Supervisor that you will be taking your lunch once your task is completed. If the Supervisor denies your contractual right to a lunch, file a grievance. Do not be insubordinate. Resolve the issue through the grievance process. If you are denied your meal period, you are eligible for a "No Lunch" which is 0.5 OT in addition to 2 hours of additional straight time (make sure a supervisor initials the exception log).

Q. What if management refuses to honor the no lunch/late lunch or initial the exception log?

A. Speak to your representative about filing a grievance.

Lunch Chart

View the following pages for the contractual meal period for each shift. The blue highlighted portion illustrates the period in which an agent should receive their meal period. Remember, the lunch period should begin and be completed during this highlighted time period.

1st	2nd	3rd	4th	5th	6th	7th	8th	8½th
0000-0059	0100-0159	0200-0259	0300-0359	0400-0459	0500-0559	0600-0659	0700-0759	
0015-0114	0115-0214	0215-0314	0315-0414	0415-0514	0515-0614	0615-0714	0715-0814	
0030-0129	0130-0229	0230-0329	0330-0429	0430-0529	0530-0629	0630-0729	0730-0829	
0045-0144	0145-0244	0245-0344	0345-0444	0445-0544	0545-0644	0645-0744	0745-0844	
0100-0159	0200-0259	0300-0359	0400-0459	0500-0559	0600-0659	0700-0759	0800-0859	
0115-0214	0215-0314	0315-0414	0415-0514	0515-0614	0615-0714	0715-0814	0815-0914	
0130-0229	0230-0329	0330-0429	0430-0529	0530-0629	0630-0729	0730-0829	0830-0929	
0145-0244	0245-0344	0345-0444	0445-0544	0545-0644	0645-0744	0745-0844	0845-0944	
0200-0259	0300-0359	0400-0459	0500-0559	0600-0659	0700-0759	0800-0859	0900-0959	
0215-0314	0315-0414	0415-0514	0515-0614	0615-0714	0715-0814	0815-0914	0915-1014	
0230-0329	0330-0429	0430-0529	0530-0629	0630-0729	0730-0829	0830-0929	0930-1029	
0245-0344	0345-0444	0445-0544	0545-0644	0645-0744	0745-0844	0845-0944	0945-1044	
0300-0359	0400-0459	0500-0559	0600-0659	0700-0759	0800-0859	0900-0959	1000-1059	
0315-0414	0415-0514	0515-0614	0615-0714	0715-0814	0815-0914	0915-1014	1015-1114	
0330-0429	0430-0529	0530-0629	0630-0729	0730-0829	0830-0929	0930-1029	1030-1129	
0345-0444	0445-0544	0545-0644	0645-0744	0745-0844	0845-0944	0945-1044	1045-1144	
0400-0459	0500-0559	0600-0659	0700-0759	0800-0859	0900-0959	1000-1059	1100-1159	
0415-0514	0515-0614	0615-0714	0715-0814	0815-0914	0915-1014	1015-1114	1115-1214	1215-1245
0430-0529	0530-0629	0630-0729	0730-0829	0830-0929	0930-1029	1030-1129	1130-1229	1230-1300
0445-0544	0545-0644	0645-0744	0745-0844	0845-0944	0945-1044	1045-1144	1145-1244	1245-1315
0500-0559	0600-0659	0700-0759	0800-0859	0900-0959	1000-1059	1100-1159	1200-1259	1300-1330
0515-0614	0615-0714	0715-0814	0815-0914	0915-1014	1015-1114	1115-1214	1215-01314	1315-1345
0530-0629	0630-0729	0730-0829	0830-0929	0930-1029	1030-1129	1130-1229	1230-1329	1330-1400
0545-0644	0645-0744	0745-0844	0845-0944	0945-1044	1045-1144	1145-1244	1245-1344	1345-1415
0600-0659	0700-0759	0800-0859	0900-0959	1000-1059	1100-1159	1200-1259	1300-1359	1400-1430
0615-0714	0715-0814	0815-0914	0915-1014	1015-1114	1115-1214	1215-1314	1315-1414	1415-1445
0630-0729	0730-0829	0830-0929	0930-1029	1030-1129	1130-1229	1230-1329	1330-1429	1430-1500
0645-0744	0745-0844	0845-0944	0945-1044	1045-1144	1145-1244	1245-1344	1345-1444	1445-1515
0700-0759	0800-0859	0900-0959	1000-1059	1100-1159	1200-1259	1300-1359	1400-1459	1500-1530
0715-0814	0815-0914	0915-1014	1015-1114	1115-1214	1215-1314	1315-1414	1415-1514	1515-1545
0730-0829	0830-0929	0930-1029	1030-1129	1130-1229	1230-1329	1330-1429	1430-1529	1530-1600
0745-0844	0845-0944	0945-1044	1045-1144	1145-1244	1245-1344	1345-1444	1445-1544	1545-1615
0800-0859	0900-0959	1000-1059	1100-1159	1200-1259	1300-1359	1400-1459	1500-1559	1600-1630
0815-0914	0915-1014	1015-1114	1115-1214	1215-1314	1315-1414	1415-1514	1515-1614	1615-1645
0830-0929	0930-1029	1030-1129	1130-1229	1230-1329	1330-1429	1430-1529	1530-1629	1630-1700
0845-0944	0945-1044	1045-1144	1145-1244	1245-1344	1345-1444	1445-1544	1545-1644	1645-1715
0900-0959	1000-1059	1100-1159	1200-1259	1300-1359	1400-1459	1500-1559	1600-1659	1700-1730
0915-1014	1015-1114	1115-1214	1215-1314	1315-1414	1415-1514	1515-1614	1615-1714	1715-1745
0930-1029	1030-1129	1130-1229	1230-1329	1330-1429	1430-1529	1530-1629	1630-1729	1730-1800
0945-1044	1045-1144	1145-1244	1245-1344	1345-1444	1445-1544	1545-1644	1645-1744	1745-1815
1000-1059	1100-1159	1200-1259	1300-1359	1400-1459	1500-1559	1600-1659	1700-1759	1800-1830
1015-1114	1115-1214	1215-1314	1315-1414	1415-1514	1515-1614	1615-1714	1715-1814	1815-1845
1030-1129	1130-1229	1230-1329	1330-1429	1430-1529	1530-1629	1630-1729	1730-1829	1830-1900
1045-1144	1145-1244	1245-1344	1345-1444	1445-1544	1545-1644	1645-1744	1745-1844	1845-1915
1100-1159	1200-1259	1300-1359	1400-1459	1500-1559	1600-1659	1700-1759	1800-1859	1900-1930
1115-1214	1215-1314	1315-1414	1415-1514	1515-1614	1615-1714	1715-1814	1815-1914	1915-1945
1130-1229	1230-1329	1330-1429	1430-1529	1530-1629	1630-1729	1730-1829	1830-1929	1930-2000
1145-1244	1245-1344	1345-1444	1445-1544	1545-1644	1645-1744	1745-1844	1845-1944	1945-2015
1200-1259	1300-1359	1400-1459	1500-1559	1600-1659	1700-1759	1800-1859	1900-1959	2000-2030
1215-1314	1315-1414	1415-1514	1515-1614	1615-1714	1715-1814	1815-1914	1915-2014	2015-2045
1230-1329	1330-1429	1430-1529	1530-1629	1630-1729	1730-1829	1830-1929	1930-2029	2030-2100

1245-1344	1345-1444	1445-1544	1545-1644	1645-1744	1745-1844	1845-1944	1945-2044	2045-2115
1300-1359	1400-1459	1500-1559	1600-1659	1700-1759	1800-1859	1900-1959	2000-2059	2100-2130
1315-1414	1415-1514	1515-1614	1615-1714	1715-1814	1815-1914	1915-2014	2015-2114	2115-2145
1330-1429	1430-1529	1530-1629	1630-1729	1730-1829	1830-1929	1930-2029	2030-2129	2130-2200
1345-1444	1445-1544	1545-1644	1645-1744	1745-1844	1845-1944	1945-2044	2045-2144	2145-2215
1400-1559	1500-1559	1600-1659	1700-1759	1800-1859	1900-1959	2000-2059	2100-2159	2200-2230
1415-1514	1515-1614	1615-1714	1715-1814	1815-1914	1915-2014	2015-2114	2115-2214	2215-2245
1430-1529	1530-1629	1630-1729	1730-1829	1830-1929	1930-2029	2030-2129	2130-2229	2230-2300
1445-1544	1545-1644	1645-1744	1745-1844	1845-1944	1945-2044	2045-2144	2145-2244	2245-2315
1500-1559	1600-1659	1700-1759	1800-1859	1900-1959	2000-2059	2100-2159	2200-2259	2300-2330
1515-1614	1615-1714	1715-1814	1815-1914	1915-2014	2015-2144	2115-2214	2215-2314	2315-2345
1530-1629	1630-1729	1730-1829	1830-1929	1930-2029	2030-2129	2130-2229	2230-2329	2330-0000
1545-1644	1645-1744	1745-1844	1845-1944	1945-2044	2045-2144	2145-2244	2245-2344	2345-0015
1600-1659	1700-1759	1800-1859	1900-1959	2000-2059	2100-2159	2200-2259	2300-2359	0000-030
1615-1714	1715-1814	1815-1914	1915-2014	2015-2114	2115-2214	2215-2314	2315-0014	0015-0045
1630-1729	1730-1829	1830-1929	1930-2029	2030-2129	2130-2229	2230-2329	2330-0029	0030-0100
1645-1744	1745-1844	1845-1944	1945-2044	2045-2144	2145-2244	2245-2344	2345-0044	0045-0115
1700-1759	1800-1859	1900-1959	2000-2059	2100-2159	2200-2259	2300-2359	0000-0059	0100-0130
1715-1814	1815-1914	1915-2014	2015-2114	2115-2214	2215-2314	2315-0014	0015-0114	0115-0145
1730-1829	1830-1929	1930-2029	2030-2129	2130-2229	2230-2329	2330-0029	0030-0129	0130-0200
1745-1844	1845-1944	1945-2044	2045-2144	2145-2244	2245-2344	2345-0044	0045-0144	0145-0215
1800-1859	1900-1959	2000-2059	2100-2159	2200-2259	2300-2359	0000-0059	0100-0159	
1815-1914	1915-2014	2015-2114	2115-2214	2215-2314	2315-0014	0015-0114	0115-0214	
1830-1929	1930-2029	2030-2129	2130-2229	2230-2329	2330-0029	0030-0129	0130-0229	
1845-1944	1945-2044	2045-2144	2145-2244	2245-2344	2345-0044	0045-0144	0145-0244	
1900-1959	2000-2059	2100-2159	2200-2259	2300-2359	0000-0059	0100-0159	0200-0259	
1915-2014	2015-2114	2115-2214	2215-2314	2315-0014	0015-0114	0115-0214	0215-0314	
1930-2029	2030-2129	2130-2229	2230-2329	2330-0029	0030-0129	0130-0229	0230-0329	
1945-2044	2045-2144	2145-2244	2245-2344	2345-0044	0045-0144	0145-0244	0245-0344	
2000-2059	2100-2159	2200-2259	2300-2359	0000-0059	0100-0159	0200-0259	0300-0359	
2015-2114	2115-2214	2215-2314	2315-0014	0015-0114	0115-0214	0215-0314	0315-0414	
2030-2129	2130-2229	2230-2329	2330-0029	0030-0129	0130-0229	0230-0329	0330-0429	
2045-2144	2145-2244	2245-2344	2345-0044	0045-0144	0145-0244	0245-0344	0345-0444	
2100-2159	2200-2259	2300-2359	0000-0059	0100-0159	0200-0259	0300-0359	0400-0459	
2115-2214	2215-2314	2315-0014	0015-0114	0115-0214	0215-0314	0315-0414	0415-0514	
2130-2229	2230-2329	2330-0029	0030-0129	0130-0229	0230-0329	0330-0429	0430-0529	
2145-2244	2245-2344	2345-0044	0045-0144	0145-0244	0245-0344	0345-0444	0445-0544	
2200-2259	2300-2359	0000-0059	0100-0159	0200-0259	0300-0359	0400-0459	0500-0559	
2215-2314	2315-0014	0015-0114	0115-0214	0215-0314	0315-0414	0415-0514	0515-0614	
2230-2329	2330-0029	0030-0129	0130-0229	0230-0329	0330-0429	0430-0529	0530-0629	
2245-2344	2345-0044	0045-0144	0145-0244	0245-0344	0345-0444	0445-0544	0545-0644	
2300-2359	0000-0059	0100-0159	0200-0259	0300-0359	0400-0459	0500-0559	0600-0659	
2315-0014	0015-0114	0115-0214	0215-0314	0315-0414	0415-0514	0515-0614	0615-0714	
2330-0029	0030-0129	0130-0229	0230-0329	0330-0429	0430-0529	0530-0629	0630-0729	
2345-0044	0045-0144	0145-0244	0245-0344	0345-0444	0445-0554	0555-0644	0645-0744	

Part-Time Lunch Chart

These examples are for 6 and 6½ hour shifts.

1st	Meal Period Falls Between	6th	6½th
0000-0059	0200-0359	0500-0559	
0015-0114	0215-0414	0515-0614	
0030-0129	0230-0429	0530-0629	
0045-0144	0245-0444	0545-0644	
0100-0159	0300-0459	0600-0659	
0115-0214	0315-0514	0615-0714	
0130-0229	0330-0529	0630-0729	
0145-0244	0345-0544	0645-0744	
0200-0259	0400-0559	0700-0759	
0215-0314	0415-0614	0715-0814	
0230-0329	0430-0629	0730-0829	
0245-0344	0445-0644	0745-0844	
0300-0359	0500-0659	0800-0859	
0315-0414	0515-0714	0815-0914	
0330-0429	0530-0729	0830-0929	
0345-0444	0545-0744	0845-0944	
0400-0459	0600-0759	0900-0959	
0415-0514	0630-0829	0915-1014	1015-1045
0430-0529	0645-0844	0930-1029	1030-1100
0445-0544	0700-0859	0945-1044	1045-1115
0500-0559	0715-0914	1000-1059	1100-1130
0515-0614	0730-0929	1015-1114	1115-1145
0530-0629	0745-0944	1030-1129	1130-1200
0545-0644	0800-0959	1045-1144	1145-1215
0600-0659	0815-1014	1100-1159	1200-1230
0615-0714	0830-1029	1115-1214	1215-1245
0630-0729	0845-1044	1130-1229	1230-1300
0645-0744	0900-1059	1145-1244	1245-1315
0700-0759	0915-1114	1200-1259	1300-1330
0715-0814	0930-1129	1215-1314	1315-1345
0730-0829	0945-1144	1230-1329	1330-1400
0745-0844	1000-1159	1245-1344	1345-1415
0800-0859	1015-1214	1300-1359	1400-1430
0815-0914	1030-1229	1315-1414	1415-1445
0830-0929	1045-1244	1330-1429	1430-1500
0845-0944	1100-1259	1345-1444	1445-1515
0900-0959	1115-1314	1400-1459	1500-1530
0915-1014	1130-1329	1415-1514	1515-1545
0930-1029	1145-1344	1430-1529	1530-1600
0945-1044	1200-1359	1445-1544	1545-1615
1000-1059	1215-1414	1500-1559	1600-1630
1015-1114	1230-1429	1515-1614	1615-1645
1030-1129	1245-1444	1530-1629	1630-1700
1045-1144	1300-1459	1545-1644	1645-1715
1100-1159	1315-1514	1600-1659	1700-1730
1115-1214	1330-1529	1615-1714	1715-1745
1130-1229	1345-1544	1630-1729	1730-1800
1145-1244	1400-1559	1645-1744	1745-1815



1200-1259	1415-1614	1700-1759	1800-1830
1215-1314	1430-1629	1715-1814	1815-1845
1230-1329	1445-1644	1730-1829	1830-1900
1245-1344	1500-1659	1745-1844	1845-1915
1300-1359	1515-1714	1800-1859	1900-1930
1315-1414	1530-1729	1815-1914	1915-1945
1330-1429	1545-1744	1830-1929	1930-2000
1345-1444	1600-1759	1845-1944	1945-2015
1400-1459	1615-1814	1900-1959	2000-2030
1415-1514	1630-1829	1915-2014	2015-2045
1430-1529	1645-1844	1930-2029	2030-2100
1445-1544	1700-1859	1945-2044	2045-2115
1500-1559	1715-1914	2000-2059	2100-2130
1515-1614	1730-1929	2015-2114	2115-2145
1530-1629	1745-1944	2030-2129	2130-2200
1545-1644	1800-1959	2045-2144	2145-2215
1600-1659	1815-2014	2100-2159	2200-2230
1615-1714	1830-2029	2115-2214	2215-2245
1630-1729	1845-2044	2130-2229	2230-2300
1645-1744	1900-2059	2145-2244	2245-2315
1700-1759	1915-2114	2200-2259	2300-2330
1715-1814	1930-2129	2215-2314	2315-2345
1730-1829	1945-2144	2230-2329	2330-0000
1745-1844	2000-2159	2245-2344	2345-0015
1800-1859	2000-2159	2300-2359	
1815-1914	2015-2214	2315-0014	
1830-1929	2030-2229	2330-0029	
1845-1944	2045-2244	2345-0044	
1900-1959	2100-2259	0000-0059	
1915-2014	2115-2314	0015-0114	
1930-2029	2130-2329	0030-0129	
1945-2044	2145-2344	0045-0144	
2000-2059	2200-2359	0100-0159	
2015-2114	2215-0014	0115-0214	
2030-2129	2230-0029	0130-0229	
2045-2144	2245-0044	0145-0244	
2100-2159	2300-0059	0200-0259	
2115-2214	2315-0114	0215-0314	
2130-2229	2330-0129	0230-0329	
2145-2244	2345-0144	0245-0344	
2200-2259	0000-0159	0300-0359	
2215-2314	0015-0214	0315-0414	
2230-2329	0030-0229	0330-0429	
2245-2344	0045-0244	0345-0444	
2300-2359	0100-0259	0400-0459	
2315-0014	0115-0314	0415-0514	
2330-0029	0130-0329	0430-0529	
2345-0044	0145-0344	0445-0544	



Shift Bidding

Must bid at least 6 times per year. Each bid must last a minimum of 28 days. Work schedule bids shall be awarded and posted by the 11th of the preceding month. Freeday bids shall be awarded and posted by the 18th of the preceding month. DAT/FTO bids shall be awarded and posted by the 25th of the preceding month. Regular shift assignments need to be posted at each location at least 72 hours in advance.

1:00 AM – 5:00 AM Scheduled Overtime (SCO)

If your shift is established with a start time at or after 0100 but before 0500, you'll be paid time and one-half for the portion that falls between such hours.

Permanent Bid

It is a good idea to fill out a permanent bid, which is a triplicate form (eventually to be replaced by an electronic form) that is filed with the Company and Union in the case that an agent fails to or is unable to bid. However, this option does not protect against an insufficient number of choices on a bid nor insufficient selections on a permanent bid.

Sample of electronic bid form that the Company is developing at the time of the writing of these Fast Facts.

The image shows a web-based form titled "My Permanent Bid (TWU)". The form is for "Southwest Airlines Ramp, Operations, Air Freight and Provisioning Permanent Shift Bid". It includes a header with "Home" and "My Permanent Bid" links, and buttons for "CANCEL", "RESET", and "SUBMIT". The main content area has a title bar and a description. Below this, there is a section for "ENTER PREFERENCES" with dropdown menus for "Days Off", "Shift", and "Start Time", and a "GO" button. A "Preferences Entered: 0" section is visible below, with a "CLEAR ALL" link. The background features a large, faint watermark of the TWU Local 555 logo.

Sample of filled out Electronic Bid Form.

The image shows the same web-based form as above, but with preferences filled out. The "ENTER PREFERENCES" section shows "Days Off" set to "Backflow", "Shift" set to "Standard", and "Start Time" set to "03:00-05:29". The "Preferences Entered: 3" section shows a table with the following data:

	Days Off	Shift	Start Time
1	Backflow	Standard	03:00-05:29
2	Backflow	Robot	03:00-05:29
3	Backflow	Standard	03:00-05:29

Jury Duty

You will receive your regular pay for each day you serve. Tell your supervisor as soon as you receive your jury summons and provide them with written proof of the time spent on jury duty, including actual dates and hours of service.

- You are not required to work past 2200 the night before jury duty, but you'll still be paid for the balance of your scheduled shift.
- 10 hours rest is allowed before reporting back to work provided your jury duty lasts at least 4 hours.
- When jury duty is anticipated to extend 2 weeks or more, you will be given the option to have your work schedule adjusted so that you receive your 2 days off; however, if you take this option, you will not be eligible for OT on the adjusted days off. Documentation must be provided when jury duty is expected to last longer than two (2) weeks.

Shift Trades

- Shift trades submitted to the appropriate station management at least 8 hours in advance of the first intended trade must be approved, provided all agents are current and qualified.
- The submittal of shift trade requests will not be permitted until Freeday and FTO/DAT bids are awarded, and shifts are established. In the case of re-bids, FTO/DAT day bids must be awarded at least 72 hours before the beginning of the month in which they take effect.

Shift Trade Limitations

- Trades submitted less than 8 hours prior to the first trade are subject to management's discretion.
- No trade can involve more than 4 agents.
- The trading of shifts cannot circumvent the bid or seniority rights. You cannot trade more than 50% of your shifts with any one agent in any given shift bid.

Shift Trade Protection

- In cases where one of the agents involved in a shift trade goes out on OJI, leave of absence, transfers out, etc., and is not able to fulfill their part of the trade, approved trades and giveaways will be honored for 14 days. After 14 days, all approved trades and giveaways will be cancelled. Station Leadership must notify Employees of cancelled shift trades by electronic means AND either in person or via phone call, leaving a voicemail at phone number on file if voicemail is available.

If electronic systems go down, we will revert to paper shift trades (see example below).

ONE TO SUPERVISOR/MANAGER**SHIFT/DAY TRADE REQUEST**ONE TO EACH EMPLOYEE					
CHECK ONE ONLY: DAY TRADE ☒ TIME TRADE ☐ 3 WAY TRADE ☐ 4 WAY TRADE ☐ GIVEAWAY ☐					
PROPOSED TRADE: CANCEL TRADE ALL PARTIES INITIALS <i>MD</i> <i>MR</i> <i>MR</i>					
I, <u>Mary Nightwand</u> AGREE TO WORK FOR <u>Johnny Rampero</u>					
ON <u>Sunday</u>	DAY OF WEEK	THIS <u>16</u>	DATE	<u>June</u>	SHIFT <u>NR-1400</u>

I, <u>Johnny Rampero</u> AGREE TO WORK FOR <u>Mary Nightwand</u>					
ON <u>Monday</u>	DAY OF WEEK	THIS <u>17</u>	DATE	<u>June</u>	SHIFT <u>1400-2200</u>

I, <u>Mary Nightwand</u> AGREE TO WORK FOR <u>Johnny Rampero</u>					
ON <u>Sunday</u>	DAY OF WEEK	THIS <u>23</u>	DATE	<u>June</u>	SHIFT <u>50-1400</u>

I, <u>Johnny Rampero</u> AGREE TO WORK FOR <u>Mary Nightwand</u>					
ON <u>Monday</u>	DAY OF WEEK	THIS <u>24</u>	DATE	<u>June</u>	SHIFT <u>1400-2200</u>

SIGNATURE <i>MD</i> EMP # <u>20033</u> If approved, I will have worked _____ days in a row					
SIGNATURE <i>MR</i> EMP # <u>78423</u> If approved, I will have worked _____ days in a row					
SIGNATURE _____ EMP # _____ If approved, I will have worked _____ days in a row					
APPROVED BY _____ No Conflict _____ Times Checked 1 to _____ Min _____					
NOTES: TRADE MAY BE ENTERED INTO OR CANCELLED WITHOUT ALL PARTIES SIGNATURES AND APPROVALS.					

Shift Trades with Supervisors

When, at management's discretion and approval, an agent gives their shift to a supervisor, the following will apply:

- The contract mandates that the agent should make the shift available to other TWU 555 Members first, prior to allowing a supervisor to pick up a shift from a covered Employee.
- Supervisors that enter into a shift trade will be required to work the covered agent's entire shift. They do not have the option to LWOP.
- When a supervisor is working for an agent, they will be the first to be involuntarily extended on that shift, if the need arises.
- All supervisors who have entered into a shift trade with a covered Employee will provide a copy (may be electronic) of that shift trade to the local Union Representative, upon approval.

10 Hour Rest Rule

- If due to a mandatory overtime assignment of 4 hours or more, you have less than 10 hours before your next regularly scheduled shift (your bidded shift only), you may elect one of the following:
 - Receive a full 10 hours rest and be paid at your regular straight time rate for time lost from your regular work shift because of that rest; or
 - Waive the 10 hour rest requirement and be paid at the double time rate for all hours worked during your regular shift that falls within the 10 hour period after the end of your mandatory OT.

Note: It is desirable, but not necessary, to give your supervisor at least 2 hours notice prior to your regular shift as to which of the two options you're going to take.

If a supervisor asks you whether or not you're going to exercise your 10 hour rest prior to giving you the mandatory overtime assignment, you are under no obligation to let the supervisor know which 10 hour option you are going to exercise before you receive the OT assignment.

Remember, to qualify for the 10 hour rest rule, the overtime:

- Must be mandatory.
- Must be at least 4 hours.
- Must infringe on the 10 hours prior to your regularly scheduled bidded shift (a shift that you picked up via shift trade does not apply).
- The 10 hour rule only applies if you receive the mandatory OT assignment, not if you pick up another agent's mandatory OT assignment.

SECTION TWO - RELIEF AGENTS

Coverage

A relief agent may cover any absence, but no vacant lines (i.e., open lines, transfers, resignations, or terminations).

Base Shift

- A base shift cannot include Saturdays or Sundays as scheduled days off.

- Base shifts will be established as am or pm and cannot be used to cover absences outside that designation.

Notification/Changes

Relief agents may have their base hours changed with at least 12 hours notice prior to the start of the new shift assignment.

- Agents cannot be required to report to a shift without 10 hours rest.
- Agents may only have their shift changed from their base shift once. Any further changes are at the discretion of the relief agent.

Premium

\$235 per month in addition to any applicable inconvenience shift premium, which is \$100 for each month that the Agent is scheduled to work at least four shifts which begin at or after 12:00 noon and before 5:00a.m.

Days Off

Agents are entitled to 4 days off for each two-week period. If an odd number of weeks are in the bid period, you will be entitled to 2 days off for the odd week.

Day Off Status

Relief agents will be considered on first day off (A) status on their first scheduled day of rest and second day off (C) status on all subsequent days of rest (when more than 2 continuous days off are scheduled).

Relief Days Off: Example 1

Monday: Scheduled work

Tuesday: Scheduled off (A status)

Wednesday: Scheduled off (C status)

Thursday: Scheduled off (C status)

Friday: Scheduled work

Relief Days Off:

Example 2

Monday: Scheduled off (A status)

Tuesday: Scheduled work

Wednesday: Scheduled off (C status)

Thursday: Scheduled work

Friday: Scheduled off (C status)

ARTICLE 7 - OVERTIME

Minimum Assignments

- **Continuous with Overtime/Extension:** The minimum overtime extension or “continuous with” assignment is what is referred to as “.7” or 45 minutes.
- **Full Shift:** A full shift, for the purpose of overtime, is 4 hours or more. As such, the minimum overtime assignment on a day off, or on a workday where the assignment is not connected to your shift, referred to as a “callout,” is 4 hours. Assigning less than these minimums is a contract violation.

Q. What if a supervisor says I can go prior to the minimum assignment being fulfilled?

A. While the Company owes you the minimum assignment, you can choose to leave early and only be paid for the actual time worked. However, you must agree to leave early.

Time and One-Half

1. First 4 hours of overtime worked either prior to or after your regular shift.
2. First 8 hours of overtime worked on a regularly scheduled day off.

Double-Time

1. All overtime hours in excess of 8 hours of overtime worked on one of your regularly scheduled days off.
2. For all overtime worked on your second regularly scheduled day off, but only if you worked a minimum of 4 hours OT on your first day off.
3. All overtime worked in excess of 12 hours on a regular workday, as long as you have already worked at least 4 hours of time and one-half and 8 hours of straight time (If you LWOP your regular shift, it will affect your hours in double-time). If the overtime assignment and the regularly scheduled shift have a gap between them of 30 minutes or less, an extra .5 hours of DT is given. (Paid lunch on overtime shift)

Example: 8 hours straight time, 8 hours OT, 4 hours of OT become DT.

5. All time worked via a shift pickup of another Employee's mandatory assignment.

Continuous With OT In the “continuous with” column of the OT call book, indicate “B” if you want continuous OT before your scheduled shift, “A” for after your scheduled shift, or “X” if you don’t have a preference or are interested in before and after. If you get extended on both ends of your shift, the total must add up to less than 4 hours. Voluntary shift extensions should be assigned to the most senior agent whose shift coincides with the time the overtime is needed. Your supervisor is obligated to provide an end time when assigning overtime.

[illegible]

Rest Period

For continuous service before or after your regular working hours, you cannot be required to work more than 2 hours without a paid 15 minute break or required to work more than 4 hours without a paid 30 minute meal period. If you do not receive your required rest or meal period, write up a "Late Lunch" or "No Lunch" in the OT Exception Log. (Make sure it is initialed by a supervisor and double check your paycheck.)

Calling in Sick/RPA/FMLA on Overtime The same reporting procedures apply as a regular shift (30 minutes prior).

CALLING IN SICK ON OVERTIME	
VOLUNTARY	MANDATORY
Normal attendance rules apply	No point. No pay. (State Protected Absence/Leave Laws could affect the pay [you get paid for this call out] and protected absence balance)

- If you call out sick on a Mandatory Overtime assignment that you **pick up from another agent**, normal attendance rules apply.

Assigning Overtime

The overtime call book must be closed at 11:00. Supervisors, under normal circumstances, must assign all known overtime within 2 hours of the book being closed.

MANDATORY OVERTIME

- Mandatory overtime assignments ("full" shifts of 4 hours or more) are made in reverse order of seniority of agents on A, B, or C status only.
- You can only be required to work one regularly scheduled day off, unless your station is in an emergency situation.
- If you are mandatoried for both of your days off, you will be paid double-time plus an additional one-half (1/2) time for all hours worked on the 2nd day, which is double-time and a half.
- You cannot be required to work more than 12 days in a row, regardless of which types of shifts you worked during those 12 days (e.g., voluntary overtime, mandatory overtime, shift pick up, partial shift pickup, training, etc.).
- You cannot be required to work more than 3 consecutive double shifts.

Stair Stepping (continuous MOT, less than 4 hours)

- During a mandatory overtime assignment, a senior agent has the right to go home when a more junior agent becomes available to work the remainder of the assignment.
- In order for a senior agent to be eligible to "stair step" during a mandatory overtime assignment, several factors must first apply:

- Must be a mandatory extension, continuous with a shift.
- The total mandatory assignment must be at least two hours.
- Stair stepping can only be done once per assignment.

Splitting Shifts (MOT assignments of 4 hours or more)

- A mandatory shift of 4 hours or more may be split among **B status agents**, at the senior agent's discretion, if there are no available agents on A status.
- In this case, a senior agent who is on B status and working a mandatory shift is able to go home once a more junior agent, who is also on B status, becomes available. The Company must give the option to the senior Employee at the time of the assignment. The senior Employee must make their decision at that time whether to be released or not.
- This scenario should not involve more than two agents.



ARTICLE 9 - TRAINING

- The Company shall make every reasonable effort to schedule Employees to attend training classes or take Computer Based Training (CBTs) during their regular shift; however, any time spent training, badging, or traveling outside of the agent's regular shift, shall be considered overtime, and shall be paid at the applicable overtime rate.
- An Employee required by the Company to attend classes or take CBTs on the Employee's day(s) off shall be paid for the day or days at the applicable overtime rate.

Do not allow management to tell you that you have to complete any of the above on your own time or that they do not have to abide by the contractual minimums for overtime assignments. The minimum extension is ".7" or 45 minutes. The minimum OT for completing training on your day off, or at a time that is not connected to your shift, is 4 hours. If they attempt to pay less than the minimum, or refuse to pay you at all for this time, contact your local Union Representative to assist you in filing the appropriate grievance.

***All Computer Based Training (including Comply 365) must be completed during paid working hours.**

Expenses

When you are away from your base station on Company business you will be paid up to \$50 per day for meals (must be substantiated by receipts). Other reasonable expenses substantiated by receipts will also be compensated.

New Equipment

If the Company requires agents to operate any new type of equipment, the Company will ensure that they are adequately trained beforehand.

- Members of management may need a friendly reminder if an agent has yet to be trained on equipment that they are being asked to operate.
- Do not refuse to operate equipment. If management directs you to operate equipment that you have not been trained on, let them know you are ready and willing to comply as soon as the proper training is provided. Request to be trained on the spot, as well as request the presence of your Union Representative.

ARTICLE 11 – FILLING OF VACANCIES

New Station/New Department

Travel days will be paid at your regular rate of pay for 8 hours a day. For the purpose of determining the amount of travel days needed, you will be given 1 day of leave plus 1 additional day for each 500 miles, or portion thereof, using the most direct AAA highway mileage between the two cities. For travel overseas, the most direct route between the two cities will be used.

Lateral Transfers to Existing Stations Travel days will be determined the same way, for purposes of time off, but you will not be paid for it.

Bidding in your new station after a Lateral Transfer

When transferring to a new station during an active bid, an agent will not be given a line that their seniority will hold as is the case when returning from an approved leave of absence. If there are multiple open lines, the agent will have the opportunity to choose among them, but if there are no open lines, the Company will create a line for the agent to hold until they are able to exercise their seniority on the next bid.

- You cannot bid in your new station until you are an active Employee in that station (you have actually punched the clock and worked in your new station).

Other Vacancies

If applicants are considered qualified, the most senior Employee(s) covered by our collective bargaining agreement will be chosen before applicants who are not covered by our Agreement.

Don't get caught off guard when bidding for a transfer.

- Agents have 24 hours to decline an approved transfer before being forced into a 6-month waiting period before another transfer bid can be submitted.
- In preparing to transfer to a different station, it is advisable to contact the station for a seniority list and bid in addition to information regarding how many agents are on the list to transfer to that location and when they expect to have vacancies.

Submission of bids

- Lateral bids will be discarded on December 31st of each year. Any lateral bid submitted during December is valid for the following year.

ARTICLE 12 - LEAVES OF ABSENCE

Categories of Approved Leave

The Company reserves the right to require Employees on medical leave to take an examination by a doctor of its choosing, and at its own expense.

*The Company has the option to run an Employee's available FMLA Leave concurrently with approved Medical, Maternity, Parental, and OJI Leaves.

*If you have any questions about seniority, vacation, pay, or sick leave, contact your Station Representative or District Representative.

*The chart below applies to leave duration, accruals, insurance coverage, and pay.

TYPES OF LEAVE	PERSONAL	MEDICAL	MILITARY	OJI	PARENTAL	MATERNITY
Max Time Off	90 Days	48 Months	Limits defined in USERRA	48 Months	Up to 12 weeks	Natural Birth – Up to 6 weeks C-section – Up to 8 weeks
Salary continues through ...	Discontinued upon first day of leave	Determined by sick bank, vacation, and supplemental insurance plans (purchased separately by Employee)	Discontinued upon first day of leave	12 weeks; thereafter determined by state workers' compensation laws	Salary continued through first two weeks of leave. Determined by sick bank and vacation thereafter	Duration of leave
Accrual for pay, sick leave, and duration	Unaffected	Freezes after 180 days from last day paid*	Determined in accordance with USERRA	Freezes after 180 days from last day paid*	Unaffected	Unaffected
Insurance coverage stops	Will not affect your insurance coverage	120 days from last day paid*. Cobra available thereafter	In accordance with USERRA	120 days from last day paid* unless state law differs	Will not affect your insurance coverage	Will not affect your insurance coverage

*Last day paid is calculated as follows – The last day worked plus your accrued sick and vacation time (that does not mean you have to use your sick and vacation time to supplement your pay). Spreading out your sick and vacation time throughout the leave will not affect your “last day paid.”

Return from Leave

- A written release from a medical physician is required for OJI and Medical leaves.
- You may exercise your seniority rights to mirror a bidded line with the hours and days off that your seniority will allow, in addition to job duty if a bidded line is left open due to a transfer, termination, or resignation by other agents.

RESTRICTED DUTY ON MEDICAL LEAVE (Not OJI)

Agents will be granted 1 to 8 weeks of continuous restricted duty (contiguous with a leave) due to an illness, non-occupational injury, or pregnancy with written notice from a qualified doctor.

Assignments

Your restricted duty may not include the following:

- Duties covered by another collective bargaining agreement (another Union's contract)
- Work covered in our own Agreement outside of your job title (e.g., a ramp agent cannot perform provisioning [at stations where provisioning is a separate department], or ops/cargo duties.)

Voluntary

Restricted duty is on a voluntary basis only.

Overtime

You will not be eligible for voluntary or mandatory overtime with the exception of a mandatory shift extension of no more than 30 minutes.

Shift Trades

You will be ineligible for shift pickups or shift trades, but you will be eligible for shift giveaways or LWOP.

Reduced Hours During Restricted Duty

- Only for illness or pregnancy with written notice from your doctor.
- You must be able to work a minimum of half of your shift.
- It must be during your regularly scheduled shift.
- You may opt to receive sick pay or LWOP hours for scheduled hours affected.

Status

While on restricted duty, agents are considered active and will continue to bid work schedules, Freedays, FTOs, and vacations. Also, as agents are considered active, flight benefits may be utilized. Flight benefits are not contractual and are subject to Company rules and regulations. If you are unsure about your status and eligibility to use flight benefits, you need to contact the Company's Pass Bureau for clarification. Remember, the Company has the final word on rules concerning flights benefits.

ARTICLE 13 – SICK AND OCCUPATIONAL INJURY PAY

OJI /RETURN TO WORK

Verification (including medical treatment)

An Employee's initial visit to a Company designated OJI clinic will not be considered the Employee's selection of a treatment provider. However, if an Employee wishes to select a treatment provider other than the Company designated OJI clinic, the Employee must contact their claim adjustor in order to determine treatment provider options allowable under their state workers' compensation regulations. For workers' compensation related questions contact the SWA Workers' Compensation Team at (214) 792-6417 or via email at askworkcomp@wnco.com. If you are having issues with the claims process, contact your local Station Representative and/or District Representative.

Salary Continuation

The Company will make up no less than the difference between the amount paid by Workers' Compensation and the amount you would have earned (after tax withholding) if you had worked a regular shift. Salary continuation will last for 12 calendar weeks from the date you went out. After that, Salary Continuation is reduced to 66% (the amount paid by Workers' Compensation) with a cap, in most states, tax free. (Specific percentages vary by state.)

Neutral/Physical Exam

In the case of a conflict between the Company doctor and an Employee's personal doctor, the agent has the right to an examination by a doctor agreed upon by the Union and the Company. The cost of the exam will be determined by the Union and the Company, and split equally by the Employee and the Company.

Max OJI Benefits

If the Employee has not returned to duty after 48 consecutive months, they will be removed from the seniority list.

After Care/Therapy

Once you return to work, you will be allowed a maximum of 3 hours, on the clock, for any doctor recommended after care appointments related to your OJI. (You must notify your supervisor at least 24 hours in advance of your appointment and provide documentation upon your return to work).

OJI Return to Work Duty

- Must have been released to work with restrictions.
- Not to exceed 8 calendar weeks.
- After surgery, up to an additional 8 weeks will be granted at the Employee's discretion.
- The Company may offer mutually agreed upon (between the Union and the Company) duties that fall within the Employee's restrictions per the OJI (RTW) Matrix located at <http://www.twu555.org/>. The Company may not require an Employee to perform any job duties that violate their restrictions and/or are not located on the OJI (RTW) Matrix.
- The Company must review the OJI (RTW) Duty Matrix with the returning Employee and identify the job duties that are consistent with their restrictions.
- May not work overtime, pick up shifts, time trade.

Obligation To Participate in Return To Work Duty

If an Employee's restrictions allow them to perform duties on the OJI (RTW) Duty Matrix and they are not prescribed medication that impairs them, they must participate to receive salary continuation (and the amount paid by Workers' Compensation, in most states). An Employee not concerned with salary continuation may choose not to participate in Return to Work Duty. However, in certain states, if an Employee refuses to participate in the RTW program, the Company may have the right to deny their Workers' Compensation claim and they lose all benefits of the claim.

SICK PAY

Accumulation

Sick pay is accrued at the rate of 8 hours for full time agents (6 hours for part time agents) for each calendar month worked. You can accrue a maximum of 2,400 hrs.

*Subject to additional benefits mandated by state law.

Compensation

• 8 hours max per day. Unless a portion of your bidded shift is paid out as scheduled overtime (SCO - A shift established with a starting time at or after 01:00AM but before 05:00AM). In this instance, the portion of your shift which is normally paid as time and one-half will be converted to the equivalent straight-time rate of pay. For example, your bidded shift is 0430 to 1300. Normally 0430-0500 is paid at time and one-half. Once converted to straight time, 8.7 hours will be deducted from your sick bank.

*Subject to additional benefits mandated by state law (for example, if you pick up a shift, scheduled to work 16 hours, and call out sick utilizing state protections, the Company may be obligated to pay out 16 hours of sick pay).

• Appointments for routine dental care, eye examinations, periodic physical examinations, etc. are excluded from sick pay. Do not call in sick for these reasons, or any others that don't involve your own illness or injury. (Some state laws do allow exceptions but check ahead of time.)

ARTICLE 14 – VACATIONS/DAT/FTO DAYS

VACATION BIDDING

Declaration Round

The purpose of this round is for agents to declare either, or a combination of, DAT days/Block weeks and to declare either Freedays or Flexible Time Off. This round must begin on or after October 1st and no later than Oct 15th and must remain open for a minimum of 10 days.

- If you transfer into a new location, you can exercise your seniority to bid any blocks that are still open.

What happens if I fail to submit a declaration?

You will receive DATs and Freedays.

Vacation Adjustment

When bidding for block weeks of vacation, you select 5-day periods, dated Mon-Fri. These block weeks may have to be adjusted according to your scheduled days off when it comes time to take your vacation. The block week will be adjusted forward or backward, depending on your scheduled days off.

ACTUAL DAYS OFF	VACATION DAYS ADJUSTED
SAT/SUN	NO ADJUSTMENT NEEDED
SUN/MON	FORWARD
MON/TUE	FORWARD
TUE/WED	FORWARD
WED/THURS	BACKWARD
THURS/FRI	BACKWARD
FRI/SAT	BACKWARD

VACATION

Accrual of Vacation Time

Vacation may only be used during the calendar year following the year in which you accrued the vacation. For those who have been employed less than a full calendar year, your accrued vacation time is calculated based on the number of months worked (See Chart #1). For the calendar year following your 1st anniversary, you receive 2 weeks of vacation. Thereafter, the vacation time formula is as follows on Chart #2:

Chart #1

MONTHS OF SERVICE	
1 MONTH	1 DAY
2 MONTHS	2 DAYS

3 MONTHS	3 DAYS
4 MONTHS	4 DAYS
5 MONTHS	4 DAYS
6 MONTHS	5 DAYS
7 MONTHS	6 DAYS
8 MONTHS	7 DAYS
9 MONTHS	8 DAYS
10 MONTHS	9 DAYS
11 MONTHS	9 DAYS
12 MONTHS	10 DAYS

Chart #2

FOR THE CALENDAR YEAR FOLLOWING YOUR ...	AGENTS WILL RECEIVE ...
5 TH ANNIVERSARY	3 WEEKS OF PAID VACATION
10 TH ANNIVERSARY	4 WEEKS OF PAID VACATION
18 TH ANNIVERSARY	5 WEEKS OF PAID VACATION

Day at a Time (DAT)/ Flexible Time Off (FTO)

DATs/FTOs are bid prior to the month they take effect. After the DAT/FTO bid closes for the following month, you can request a DAT/ FTO day by submitting a DAT/FTO Request in STARS.

Management must award it: Provided the daily allotted number of DAT/FTO days is not full for the day requested, and it is at least 24 hours before the start of the shift requested off.

If the day requested is full, your request will be pending until the overtime book is closed the day before your requested day and it is known if sufficient overtime coverage is available to cover your requested DAT/FTO.

Note: While your DAT/FTO request is pending you may cancel the request.

Management Discretion: DAT/FTO requests submitted with less than 24 hours notice of the start of the shift requested are awarded at management's discretion.

Additional Vacation Information

- Changing DAT vacation time once it is awarded may only be done by mutual agreement between you and the Company (may be subject to local agreements concerning changing/canceling DAT/FTO Days). Block weeks may be changed through the vacation vacancy bid.
- Vacation hours may be paid in advance provided you apply to your manager at least two weeks prior to the start of your vacation.
- Pay for unused vacation will be paid on the last pay period of the year.

- Advance payment for unused DAT days (max of 5 per year) will be permitted, provided you give at least 2 weeks written notice prior to the closing of the next pay period.
- An agent cannot be mandatoried on their scheduled days off immediately prior to, during, or immediately after their vacation (excluding FTO days).

FLEXIBLE TIME OFF (FTO)

- The declaration round will begin for FTOs/Freedays between Oct 1st-15th.
- The default choice is Freedays, meaning any agent failing to submit a bid during the declaration period will receive Freedays for the following calendar year.
- If an agent chooses FTOs, the Company will perform a 10-month lookback, January through October of the year in which the declaration is taking place to determine how many FTOs for which they qualify.
- The qualification minimum is 40 hours worked per month (including LWOP), which is also the same for Freedays. Since the month of October will not be complete by the end of the declaration, an earned October FTO may not be included in the total number of FTOs that are posted prior to the declaration round.
- The daily DAT/FTO allotment is determined by dividing the total number of declared DAT and FTO days by 363 days and rounding up to the nearest number.
- FTOs may be utilized beginning in January and throughout the year in the same manner as DATs in any month.
- FTOs are bid on the same sheet, share the same bidding period as DATs, and are awarded based on seniority for each day.
- DATs and FTOs are equal in regard to bidding, allotment, and utilization, with the sole exception of vacation (days off) protection, which only DATs provide.
- All unused FTOs remaining at the end of the year are paid on the last pay period of the calendar year.
- If an agent leaves the work group (scope of the Agreement), any remaining FTOs will be paid out.

FTO Qualification Chart

The following chart illustrates scenarios for two agents. Johnny Rampero qualified for all 10 FTOs and would be a good candidate for declaring them. Mary Nightwand, however, was on OJI for 3 months in 2024 and would only qualify for 7 FTOs for 2025. Freedays may be a better choice for her unless she plans to miss time in 2025 or if she is leaving the work group and would prefer to have the 7 FTOs paid out as opposed to Freedays that she wouldn't be present to earn.

JOHNNY RAMPERO										
2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
2025	10 FTOs AWARDED IN JANUARY 2025									
MARY NIGHTWAND										
2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
2025	7 FTOs AWARDED IN JANUARY 2025									



QUALIFIED WITH AT LEAST 40 HOURS WORKED (INCLUDING LWOP)



DISQUALIFIED WITH LESS THAN 40 HOURS WORKED (INCLUDING LWOP) DUE TO SHIFT GIVEAWAYS, LEAVES OF ABSENCE, ETC.

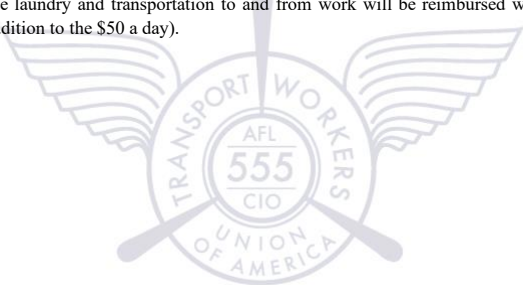
Note: If you leave the Company, you will be paid for all unused accrued vacation and FTOs, provided you give the Company at least two weeks notice of your resignation.



ARTICLE 16 - TEMPORARY ASSIGNMENTS

Assignments shall be awarded by seniority.

- Normal temporary assignment bids shall be open for a period of 7 calendar days. In the case of an emergency temporary assignment, volunteers will be solicited in seniority order. An emergency temp assignment cannot last more than 14 calendar days. If a normal temporary assignment immediately follows the emergency temporary assignment, an Employee working the emergency temporary assignment may bid for the normal temporary assignment.
- The Company may cancel a temporary assignment based on the needs of the location; however, an Employee may cancel if the length of time given prior to the start of the assignment is extended or if a hardship situation occurs.
- Agents may exercise seniority in regard to overtime, Freedays/FTO bids, and DAT day bids. Seniority may also be exercised on shift bids, at the agent's base station, if a shift bid is open during the temporary assignment.
- Agents on temp assignments will receive \$50 a day in addition to a hotel room.
- Reasonable laundry and transportation to and from work will be reimbursed with receipts (this is in addition to the \$50 a day).



ARTICLE 17 - SAFETY AND HEALTH

The safety and health of the Employees shall be protected.

The Company is responsible for the following:

- Properly training all agents.
- Providing suitable facilities in good condition.
- Adequate first aid equipment.
- Providing all safety equipment including rain gear, hearing protection, gloves, knee pads, and vests. The Company will also furnish disaster/pandemic related safety equipment, as necessary.
- If the Company attempts to supply gear that is used, speak with your local Union Representative about filing a grievance.

Local Safety Representatives are appointed by the locally elected Union Representative and must be afforded necessary time during working hours, without loss of pay, to complete the following:

- Perform station equipment and facility checks to identify areas of concern, including but not limited to, gate areas, equipment, and facilities utilized by employees.
- Perform station safety walks with management to evaluate and focus on current areas of concern.
- Review all job-related accidents, injuries, complaints, and Safety Reporting System (SRS) reports.
- Participate in monthly safety meetings with management. The meeting minutes will be signed and reviewed by TWU Safety Representatives and management for accuracy.

ARTICLE 18 – GENERAL AND MISCELLANEOUS

BEREAVEMENT

Employees will be granted the following for the purpose of bereavement leave:

4 paid days off for the death of the Employee's mother, father, brother, sister, spouse, committed or registered partners, or children (including stepchildren and children of a committed or registered partner), stepparents, mother-in-law, father-in-law, parent of a committed or registered partner, grandchildren, and grandparents.

- The Employee may elect to use accrued vacation if additional days are needed.
- If no vacation is available, for the death of the Employee's spouse, committed or registered partner, child, mother, or father, Employees may use up to 4 days of accrued sick leave as additional leave.
- These sick days shall not constitute a chargeable occurrence.

UNION INSIGNIA

Not only are Members contractually permitted to wear Union Insignia up to 1 inch in diameter, but every Member should be wearing a Union button, lanyard, or arm band. Speak with your Station or District Representative if your location does not have the aforementioned items available. It is important that we represent TWU Local 555, our organization. The organization that provides us with benefits, pay, and working conditions that affect our lives and those of our families.



ARTICLE 20 – GRIEVANCE / SYSTEM BOARD / ARBITRATION DISCHARGE AND DISCIPLINE

Union Members will have the benefit of a fact finding in cases where discipline involves loss of pay or termination. Otherwise, management reserves the right to administer any other type of discipline without a fact-finding meeting. Agents who are summoned to a fact-finding meeting have the right to Union representation. State the following prior to any meeting or conversation with management:

“If this discussion could in any way lead to discipline or termination, or affect my personal working conditions, I respectfully request that my Union Representative be present at this meeting/conversation. Without representation present, I choose not to participate in this discussion.”

Note: Working days, as used below, do not include Saturdays, Sundays, or Company holidays.

FACT-FINDING - No Suspension

- You must receive a Fact-Finding Notice within 10 working days from the time the Company becomes aware of the incident. Management must provide a copy to your Union Representative.
- The fact-finding must be held within 5 working days of notice. The results, if any, must be given within 5 working days, including a copy to your Union Representative.

FACT-FINDING - With Suspension

- Employee is suspended.
- Management must provide a letter to the Employee and Union Representative, within 2 working days, stating the reason for the suspension.
- The fact-finding must occur within 5 working days of the Fact-Finding Notice.
- Results of the fact finding are due within 5 working days, including a copy to your Union Representative.

DISCIPLINE - With or without a Fact Finding

All discipline must meet the “just cause” standard (i.e., Does the punishment fit the offense? Is there proof that the offense was committed by the Employee?). If you have any questions as to whether the discipline is appropriate, contact your Union Representative.

- A discussion log (d-log) is not considered a form of discipline, unless the d-log states something to the effect of, “...can lead to further discipline.” In that case, the d-log would be considered a disciplinary measure and is subject to the grievance process.

Retention

All discipline letters, discussion logs, any record of verbal counseling, and all supporting documents shall be removed from the Employee’s file after 12 months of active status from the date of issue.

FILING A GRIEVANCE

Note: Probationary Employees are not entitled to the grievance process in matters of discipline involving loss of pay or discharge; however, probationary Employees may grieve alleged violations of work rules outlined in the contract.

Steps of the Grievance Process

STEP 1

File a grievance with the department or assistant manager. You have 10 working days to file. The manager has 5 working days to decide whether to award, settle, or deny the grievance. If the Union Representative does not agree with the proposed decision...

STEP 2

The Union Representative has 5 working days to appeal the grievance to the station manager. The station manager has 5 working days to respond with their decision. If the Union Representative does not agree with the proposed decision...

STEP 3

The Union Representative will immediately send the grievance to your District Representative, who has 10 working days (from the station manager's response) to appeal the grievance to Labor Relations. Labor Relations has 10 working days to respond. If the District Representative is not satisfied with the response...

STEP 4a (disciplinary grievances less than termination)

If your grievance is over discipline that is less than termination, the District Representative has 10 working days to notify the Company of the intent to have the grievance heard in a Mediation/Arbitration hearing. These Med/Arb sessions are held 6 times a year and alternate between two different arbitrators. If your grievance is not settled prior to a hearing, the Arbitrator will conduct the hearing and all the facts will be presented. After the hearing, the Arbitrator will "mediate" between the parties to try and come to a settlement. If a settlement cannot be reached, the Arbitrator will render a decision. The decision of the Arbitrator is final and binding.

STEP 4b (terminations and contractual violations grievances)

The District Representative has 10 working days to notify the Company of his/her intent to present the grievance to a System Board of Adjustment. The System Board is to be held within 15 working days of notification. The Board's decision is final and binding; however, if the board deadlocks...

STEP 5

Members of the TWU 555 Local Executive Board will vote whether to withdraw the grievance or request arbitration. Time frames for the arbitration hearing are agreed on by the Union, Company, and Arbitrator. The Arbitrator's decision is final and binding.

Note: As soon as you sign your name to the grievance form, you are giving the Union authority to settle the dispute on your behalf. Supervisors, managers, etc. should not attempt to negotiate a settlement with the grievant at this point, as it is out of your hands.

Note: There may be a difference between management violating your contractual rights and management doing something that you consider unfair. For disputes that don't involve contractual violations, there are other options for resolution, including face-to-face meetings and online irregularity reporting (For irregularity reporting visit, SWALife.com > My Work > Ground Ops > Resources > GO Irregularity Reporting > Choose appropriate report from menu.) If you are unsure whether your situation constitutes a contractual violation, talk with your Union Representative right away. The decision on whether or not to file a grievance is yours.



ARTICLE 23 - ATTENDANCE

Definitions

No Show

An agent fails to report an absence and/or fails to meet reporting requirements. Not paid.

Reported Personal Absence (Personal Day)

To take a day off of work for any reason. Not paid. (You are allowed to fly on a personal day.) Remember, the Company has the final word on flight benefit rules.

Reported Illness

An agent is sick or injured (off the job) and is unable to report to work.

Chargeable: An agent calls in sick and does not submit a Doctor's Statement or has exceeded the limit for Doctor's Statements. Paid with accrued sick hours, up to 4 consecutive days provided the Agent has the necessary sick time accrued.

Non-Chargeable: An agent provides the Company with a Doctor's Statement on the first day back to work and has not exceeded the limit for Doctor's Statements. The reported illness will be paid provided the agent has the necessary sick time accrued.

Relapse: No charge to your attendance record in the event you suffer a relapse of the same medical condition for which you used a Doctor's Statement, provided:

- The relapse occurs no later than 3 days following your return to work; and
- Your absence is verified by the same doctor or medical facility who treated you for your original illness/absence. The note must state that you suffered a relapse from the first illness. This relapse note will not count as another Doctor's Statement.

Other Situations Regarding Sick Calls

Reported Illness on mandatory overtime. No point/No pay (unless state leave laws are utilized in which sick on mandatory overtime may be paid).

Non-Chargeable Occurrence (NCO). If you become ill at work and go home after working at least 4 hours of a single shift (not including extensions or double shifts). An NCO may only be used once every 6 months. No point/Paid with accrued sick hours. A part-time shift still requires the agent to "work" 4 hours of that shift before an NCO can be utilized.

Reported Tardy—If you call in before the start of your shift, you must report to work within 2 hours after the start of your shift. You will begin receiving pay once you clock in.

Unreported Tardy—You report to work within ½ hour after the start of your shift without calling in, or if you call in within ½ hour after the start of your shift and report to work within 1½ hours past your start time. You will begin receiving pay once you clock in.

Reporting Requirements

SICK CALL: Must call in at least 30 minutes before the start of your shift. Remember, don't call in sick unless you are sick or injured. If you choose to abuse the policy and get caught, you could be terminated.

PERSONAL DAY: Must call in at least 30 minutes before the start of your shift.

REPORTED TARDY: Must call before the start of your shift, and you must report to work within 2 hours after the start of your shift.

UNREPORTED TARDY: You must call within 30 minutes after the start of your shift, and you must report to work within 1½ hours after the start of your shift.

If the 30 minute window is missed to call out a Personal Day, and it's still prior to the scheduled start time, a reported tardy can be called in. Then, within 2 hours after the scheduled start time, an agent can call in to report a Personal Day. One point will be charged for the Personal Day, but (in this case) nothing will be charged for the tardy. As with any occasion that you use a Personal Day, you will not be paid.

Using a Doctor's Statement

While most refer to it as a Doctor's note, in the CBA it is a "Doctor's Statement." You are allowed four Doctor's Statements per calendar year. You can only use one Doctor's Statement during the period of November 1st through January 3rd, however, the first day of the absence that is covered by the Doctor's Statement is what determines whether the Doctor's Statement would be applied to this period or not. As an example, a Doctor's Statement covering October 30th through November 3rd would not count toward this limited statement period but a Doctor's Statement covering January 1st through January 5th would count since the first day covered by the statement was within the limited Doctor's Statement period.

The Doctor's Statement must include the following 4 items to be valid:

- Inclusive date(s) of illness/injury--unless verified in writing by the doctor's office that you contacted them, and they were initially unable to treat you due to scheduling.
- Date(s) of treatment.
- Date you can return to full duty
- Doctor's signature

Occurrence Chart

TYPE OF OCCURENCE	RESULT
NO SHOW	2 POINTS
3 CONSECUTIVE NO SHOWS	TERMINATION
REPORTED PERSONAL ABSENCE	1 POINT
SICK CALL (WITH DOCTOR'S STATEMENT)	NO POINTS
SICK CALL (WITHOUT DOCTOR'S STATEMENT)	1 POINT
SICK CALL ON 3RD CONSECUTIVE DAY	an additional ½ POINT
SICK CALL ON 4TH CONSECUTIVE DAY	an additional ½ POINT
REPORTED TARDY	½ POINT
UNREPORTED TARDY	1 POINT

Reported Illness Chart

Calling in sick with a Doctor's Statement (subject to the limits above) results in payment for all days which the agent has the necessary sick time, and no points.

Note: While agents who have exhausted the allowable number of Doctor's Statements will accrue attendance points as if they did not submit a Doctor's Statement, submitting a Doctor's Statement in this instance will allow for the agent to be paid beyond the 4th day.

Calling in sick without a note will result in up to 2 points for a continuous illness of 4 or more days and only being paid for the first 4 days provided you have the necessary sick time.

SICK CALL DURATION	RESULT	TOTAL POINTS	PAY
SICK ON 1 ST DAY	1 POINT	1 POINT	PAID
SICK ON 2 ND DAY	NO ADDITIONAL POINT	1 POINT	PAID
SICK ON 3 RD DAY	½ POINT	1.5 POINTS	PAID
SICK ON 4 TH DAY	½ POINT	2 POINTS	PAID
SICK ON 5 TH DAY AND BEYOND	NO ADDITIONAL POINTS	2 POINTS	UNPAID

Q. For the purpose of calling in a Reported Illness, are days adjacent to days off counted as a consecutive illness?

A. Yes, calling in on days surrounding days off are considered consecutive as they are "consecutive" workdays. *Not applicable to FMLA - For questions about FMLA, see your Union Representative.

SCHEDULE	SICK CALL	RESULT
WORK	X	1 POINT
OFF		
OFF		
WORK	X	NO ADDITIONAL POINT

Q. If an agent was not concerned with pay, could they call in for 20 consecutive days, if necessary, and only receive 2 points?

A. Yes, however the Company may classify it as a Medical Leave of Absence after 14 consecutive days.

Attendance Discipline Letters

The Company is responsible for notifying and issuing discipline letters to an Employee receiving a chargeable occurrence at the levels identified in the below chart. The Company is not required to issue letters for every occurrence, only when you first reach a new level (for example, an agent calls out sick going from 3 to 4 points - no letter is required if the agent already received a Letter of Warning when they first reached 3 points). When required, the Company must issue an attendance letter within 5 working days from the date of an occurrence.

Point Accumulation Chart

TOTAL POINTS ACCUMULATED	COMPANY ACTION
LESS THAN 1 POINT	NO ACTION TAKEN
1 TO 2.5 POINTS	LETTER OF INSTRUCTION
3 TO 4.5 POINTS	LETTER OF WARNING
5 TO 5.5 POINTS	FINAL LETTER OF WARNING
6 OR MORE POINTS	TERMINATION

Record Improvement

For every 90 consecutive days without a chargeable occurrence, 2 points will be removed from the agent's attendance record until they reach a total of -7.

Note: With the exception of Military Leave, leaves of absence (including FMLA) will "freeze" your 90 consecutive days.

Rapid Point Accumulation

If an agent has an occurrence that spans from a point level warranting a Letter of Warning to a point level warranting Termination or beyond, the agent will not be considered at Termination level since they did not have the benefit of a Final Letter of Warning. An example would be if an agent at 4.5 points with a Letter of Warning has a No Show bringing them to 6.5 points. This agent would then be at 6.5 points with a Final Letter of Warning.

Point Adjustment Letters (PAL)

If management presents you with a point adjustment letter, which is a document that states something similar to, "there is no dispute with regard to the point total and letter status," contact your Union Representative right away to file a grievance. If you do not contact your Union Representative and the letter is not grieved, you could be locking yourself into whatever point total the Company has set for you on that letter. Your Local Union Representatives have been advised NOT to sign them, unless the Union has already done a full attendance review and there is an agreement on the point total in the PAL.

ARTICLE 28 – WAGE RULES

Pay Period vs Pay Day

For the pay period from the 1st-15th of the month, you are generally paid on the 20th of that same month. For the pay period from the 16th-last day of the month, you are generally paid on the 5th of the following month. For exceptions, see Article 28.A of the contract.

Pay Shortage

When you have a shortage equal to $\frac{1}{2}$ a day's pay or more, the Company must reimburse the shortage within 3 working days. If the Company fails to meet this deadline, the agreed upon remedy is 3 hours of regular pay for every working day the Company fails to fix the pay past the 3 working days. The Company must be on notice that you are short pay. Send an email as soon as possible to station leadership/SSO when you notice the shortage. If the shortage is not corrected in 3 working days, contact your local Union Representative to file a grievance.

Pay Shortages of less than $\frac{1}{2}$ a day's pay also require the same notice to the Company. Email your station leadership/SSO as soon as you notice the shortage. The Company must correct your pay on the next paycheck. If your pay is not corrected on the next paycheck, contact your Local Station Representative to file a grievance. The agreed upon remedy is 3 hours of regular pay for every paycheck the Company is late in correcting the pay shortage that is less than $\frac{1}{2}$ a day's pay.

Inconvenience Shift Premium

The inconvenience shift premium is \$100 added to your paycheck for each month that at least 4 shifts, which begin after 12:00 noon and before 5:00 A.M., are on the agent's bidded shift.

Multiple Starting Time Premium

When you have more than one scheduled start time each week, you will be paid an extra premium each month as follows:

YOU WILL RECEIVE AN EXTRA	ON YOUR 20 TH PAYCHECK IF YOU HAVE ...	START TIMES EACH WEEK THAT VARY BY MORE THAN 29 MINUTES
\$25	2	
\$55	3	
\$95	4	
\$125	5	

Anniversary Raises

All anniversary raises will take place as follows: If your anniversary falls between the 9th-23rd your raise will become effective beginning on the 16th within those dates. If your anniversary falls between the 24th-8th your raise will become effective on the 1st of the month within those dates. All Employees will receive the contractual raises on April 1st until April 1, 2028.

Wage Scale Progression Chart

View the Wage Scale Progression Chart on our website at www.twu555.org.

MILITARY MEMBERS

The following information is presented by our Veterans Committee to ensure our brothers and sisters who are serving, or who have served, are aware of their rights.

WHAT IS USERRA? (Uniformed Services Employment & Re-employment Rights Act)

USERRA provides individuals on military leave rights while away from their place of employment as well as rights to re-employment. Check current regulations as they are subject to change.

SENIORITY/PAY

While on military leave, an Employee is entitled to accrue seniority. The Employee will continue to increase on the pay scale per the CBA as if they were not on leave.

SICK and VACATION DAY

Sick and vacation days will be issued depending on the qualifying requirement. If the requirement is hours worked to gain these hours, then the individual will have to work the qualifying hours to accumulate these hours. If the requirement is based on years, instead of working hours, the individual will continue to accumulate these benefits without having to “work” the hours. For example, our CBA awards vacation days based on years of service. Therefore, the service member will continue to accrue any and all vacation days.

401K MAKE UP

An Employee on military leave has the ability to “makeup” their 401K contributions with the Company also making up the “match.” There are time frames to contribute these make-ups depending on how long the Employee was on leave.

Profit Sharing

The Company has the responsibility of including all military leave as if the Employee was currently working for the Company, and therefore must make profit sharing contributions in the same manner as other Employees within the same classification.

Health Insurance

The Company is required to stop healthcare coverage once they are notified of a military leave that is greater than 31 days. An Employee has the option to continue coverage under the Company’s healthcare plan, however, the Employee must elect to do so. The Company is permitted to charge up to 102% of the active premium. Service members who are on leave greater than the 31 days are often covered through the military programs and therefore do not need employer health insurance coverage.

Prompt Reinstatement

An Employee who is on military leave has the right to prompt reinstatement. The Company may ask for documentation of military leave for those who are on leave for greater than 31 days but must let the individual return to work while waiting on paperwork, as not all military paperwork is readily available or even provided to the military personnel. The three reasons the Company is authorized to ask for paperwork are to determine:

- an application for re-employment was made in a timely manner,
- the discharge type, and
- the length of service for the military leave.

The time frame for military leave under USERRA is generally five years but there are certain exceptions.

Reemployment Guidelines

• Less Than 31 Days:

If the Employee is on leave for less than 31 days, they must report to work the next first full day after their leave. The Employee is allowed travel time to the place of military duty with enough time to rest and report alert. The same applies when returning to employment with the Company. The Employee is allowed travel time and rest to report alert and ready to work. If any travel or rest time falls within any part of a work shift, the service member does not need to report to work until the next full working day. Rest time is not the same as the 10 hour rest rule. This travel time is included when determining seniority, 401K/pension, any and all fringe benefits, etc. This travel time does NOT count when determining the five year military leave limit. Most of these types of leaves are drills. Providing a drill schedule is the easier way to notify the employer of this commitment.

• 31-180 Days

The Employee must apply for re-employment within 14 days.

• Greater Than 180 Days

The Employee must apply for re-employment within 90 days.

The deadlines may be extended up to two years if the service member was injured in service. In this case you must not apply for re-employment with the Company until after the extended time frame. If you make any inclination to return to the Company, the clock starts at that point, and you will not have the proper extension needed for possible healing.

Disabled Veterans (Employees Who Return With A Disability)

In addition to broader ADA laws, under the USERRA, the Company must make reasonable efforts in finding the Employee another job. The Company can “bump” someone else if needed to “reasonably accommodate” the returning disabled military Employee. The Company may require the Employee to take a physical, but the physical can only be used to determine the right to re-employment in a position, not re-employment in general.

Furlough

If an Employee is activated while furloughed, it is important that they let the Company know even though they are technically not working at that time. If the Company recalls those who are furloughed, the Employee is entitled to re-employment when they return.

Fringe Benefits

Military leave is entitled to the most gracious form of fringe benefits than any other type of leave offered. The leave time must be comparable in length for this to apply. For example, if jury duty leave is allowed “SWAG” points, then military leave is entitled to the same “SWAG” points.

FMLA

To qualify for FMLA, an Employee must “work” 1250 hours during the 12-month period immediately prior to the beginning of the leave and be employed for at least a year. Military leave hours count towards “hours worked” when calculating qualifications for FMLA.

Termination

An Employee may not be terminated if they fall under the coverage of USERRA. If the termination “looks” to be in close proximity to any time of military leave, the burden of proof that it was not due to the military leave will be on the Company.

Rights Under USERRA

If any of your rights are violated under the USERRA, we recommend using proper channels to address the issue(s). If the issue(s) cannot be resolved, you may file a complaint with the Department of Labor. An Employee has the right to sue by filing the proper form. The statute of limitation for the USERRA does not exist.

GRIEVANCE TEMPLATE LANGUAGE

Consult your Union Representative when filling out a grievance. There are many instances where the language in the “Statement of Grievance” will have an impact on the final outcome. To ensure your grievance is worded properly, your Union Representative can assist you.

Disclosure

This document is for the sole use of TWU Local 555 Members for the specific purpose of building a greater understanding of our Collective Bargaining Agreement. As such, it may not be used by any other individuals nor for anything other than its intended purpose and may not be cited, reproduced, or used in any other context. TWU Local 555 takes no responsibility for misinterpretation of the material contained herein and encourages Members to use the reading of this booklet as a way to better understand our Collective Bargaining Agreement.

Fast Facts was updated by the LEB and the TWU Local 555 Fast Facts Committee (Tyler Cluff, Robbie Gadd, Ed Green, and Eric Peterson) in 2024.