

## **Exhibit F**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

LATRICE SAXON, individually and on	)	
behalf of others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:19-cv-403
	)	
SOUTHWEST AIRLINES CO.,	)	Judge Robert M. Dow
	)	
Defendant.	)	

**DECLARATION OF MICHELLE JORDAN**

I, Michelle Jordan, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I have personal knowledge of the matters set forth in this declaration and would be competent to testify thereto at a trial or hearing in this matter.

2. I am the Senior Director Daily Operations Labor for Southwest Airlines Co. I have been employed by Southwest Airlines Co. for 28 years, and a Director for 15 years. My duties include administering collective bargaining agreements, including time and attendance policies.

3. I have reviewed the collective action complaint in the matter entitled *Latrice Saxon v. Southwest Airlines Co.*, currently pending in the Northern District of Illinois.

4. I understand from the Complaint that Plaintiff Latrice Saxon is a Ramp Agent Supervisor for Southwest.

5. Southwest's Ramp Agent Supervisors are restricted from performing Ramp Agent duties because of the collective bargaining agreement ("CBA") between Southwest and Transportation Workers Union (TWU) Local 555. Portions of the most current version of the CBA are attached as Exhibit 1. (Ex. 1). Ramp Agent duties, which are defined by contract,

include facilitating the movement of passengers and their personal belongings (luggage), via unloading and loading baggage, and guiding planes to gates at Chicago Midway International Airport (“Midway”) in Chicago, Illinois. (Ex. 1, Article 5, pp. 10-11).

6. Ramp Agent jobs are restricted to the ground operations at Midway. Ramp Agents do not physically transfer any goods outside of Midway and their activities are primarily related to the movement passengers and their belongings, not cargo. In fact, Southwest’s business records, which I have reviewed, indicate that in 2018 the ratio of passenger baggage to freight cargo at Midway was 10:1. This means that Midway Ramp Agents handled ten (10) times more baggage than they handled freight in 2018.

7. The Ramp Agent Supervisor’s job is to oversee the Ramp Agents. The collective bargaining agreement limits Ramp Agent Supervisors’ ability to perform Ramp Agent duties, and they may only do so in a management capacity as necessary to assist, direct, train and evaluate Ramp Agent Supervisor performance. (Ex. 1, Article 2, p. 3). They work solely at Midway.

8. Southwest is a passenger airline. In 2018 alone, Southwest’s business records indicate that it transported an average of more than 11 million passengers each month.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

[signature on next page]

Executed this 8<sup>th</sup> day of April 2019 in Dallas, Texas.

A handwritten signature in black ink that reads "Michelle Jordan". The signature is written in a cursive style with a large, looped "M" and "J".

Michelle Jordan

Sr. Director Daily Operations Labor  
Southwest Airlines Co.

# **Exhibit 1**

**AGREEMENT**

**BY AND BETWEEN  
SOUTHWEST AIRLINES**

**AND**

**TRANSPORT WORKERS UNION OF AMERICA**

**AFL – CIO LOCAL 555**

**REPRESENTING**

**RAMP, OPERATIONS, PROVISIONING AND FREIGHT AGENTS**

**FOR THE PERIOD FEBRUARY 19, 2016  
THRU FEBRUARY 18, 2021**

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## **PREAMBLE**

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Southwest Airlines Co. (hereinafter referred to as the "Company" and/or "Southwest") and the Transport Workers Union of America, AFL-CIO Local 555 (hereinafter referred to as the "Union"), representing the class and craft of Employees recognized by the Company as Ramp, Operations, Provisioning, and Freight Agents.

## **ARTICLE TWO SCOPE OF AGREEMENT**

A. **Recognition.** The Union is recognized by the Company as the sole and exclusive bargaining agent for the Employees of the Company based in the United States, its territories and possessions, who comprise the class and craft of Ramp, Operations, Provisioning, and Freight Agents. The Union reserves the right to defend and protect any covered Employee.

B. **Covered Employees.** This Agreement extends to and covers all Employees in the classifications described in Article Five who normally and regularly spend a majority of their work time in the performance of duties described in Article Five. Supervisors are not covered by this Agreement but may continue to perform covered work while on duty, with the understanding that the intent is for a supervisor to assist, direct, train, evaluate agent performance and support the operation by managing and directing the workforce. A supervisor may not replace any covered Employee or cover a scheduled line. A supervisor's schedule may not be altered to prevent payment of overtime to a covered Employee, and a supervisor may not accept an overtime assignment if covered Employees are available for voluntary overtime assignments. When, at management's discretion and approval, an agent may give away their shift to a supervisor, the following will apply:

1. The agent should, when time permits, make the shift trade available to other covered Employees prior to offering it to a supervisor.
2. Supervisors that enter into a shift trade will be required to perform the work of that covered Employee for the entire shift.
3. When a supervisor is working for an agent they will be the first Employee to be involuntarily extended if the need arises on that shift.
4. 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.

C. **Reasonable Work Rules.** Employees covered by this Agreement shall be governed by all reasonable Company rules and regulations previously or hereafter issued by proper authority of the Company which are not in conflict with the terms and conditions of this Agreement and which have been made available to covered Employees and the Union Office prior to becoming effective.

D. **Management Rights.** The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in and retained by the Company.

E. **New Classification/Jurisdiction.** Any new job classification coming within the scope of the class and craft described in Paragraph A of this Article is recognized as coming within the jurisdiction of the Union and is covered by this Agreement. Such new job classification and the rates of pay for such new job classification shall be negotiated between the Company and the Union. Any disagreements between the Company and the Union with regard to this Agreement shall be subject to Article 20.

F. **Third Party Contracting.** The Company and the Union agree that job security and a stable work environment are important objectives to be maintained. Therefore, the Company agrees that contracting with third parties shall be prohibited if it results in a reduction in force or involuntary furlough. It is the intent of both parties that covered work be done by Southwest Airlines Employees.

1. Should the Company have a need to contract with third parties for the performance of covered work, the Company shall notify the Union of:
  - a. The nature of the contract; and
  - b. The anticipated length of time the third party work shall be required.

The Company and the Union agree to discuss the time frames in an attempt to minimize such third party work and return same to covered Employees. No such contracting shall occur when and if adequate facilities are available for the Company's operations, ramp, and/or freight needs.

2. Should the Company have a need to contract with third parties for the performance of covered work at stations where flight activity does not exceed 12 departures per day, the Company shall be entitled to do so. The Company shall notify the Union of:
  - a. The nature of the contract; and
  - b. The anticipated length of time the third party work shall be required.

This provision shall not apply to stations in operation as of March 27, 2009.

3. The Company and the Union agree that the Company may use a third-party for the performance of covered work in the San Juan, Puerto Rico station so long as departures do not exceed 25 departures per day.

G. **Freight Facilities.** When and so long as (i) the volume of freight at a station exceeds four hundred thousand (400,000) pounds total of inbound and outbound freight for a four (4) consecutive month period; and (ii) adequate facilities are available, the Company shall establish and maintain a separate bid location for Freight Agents within the Operations Agent

classification; provided, however, that freight facilities established as of the effective date of the 2001 Agreement covering Ramp, Operations, Provisioning, and Freight Agents shall not be affected by the volume requirement in clause (i), above. The Company will provide the Union with a monthly report containing each station's total volume of freight handled that month.

## **ARTICLE FIVE CLASSIFICATIONS**

### **SECTION ONE RAMP AGENT/PROVISIONING AGENT**

The work of Ramp, and Provisioning Agents includes the functions which have been historically performed by such agents at Southwest Airlines stations and includes, but is not limited to, any or all of the following work covered under this specific labor contract. Agents required to perform such duties must be current and qualified within that classification.

- A. Loads, unloads, services, guides, and directs Company aircraft.
- B. Transports cargo to and from aircraft, including from the Company to other carriers.
- C. Loads and unloads the cargo compartment of the aircraft with cargo (such as Customers' baggage, air freight, air mail, ballast, and Company materials) according to a pre-determined plan received either electronically or manually from an Operations Agent. Submits, either electronically or manually, a Cargo Bin Loading Slip (CBLS) to an Operations Agent.
- D. Warehouses, weighs, stacks, picks up, and delivers air cargo; checks air cargo handled against its accompanying forms to identify any mishandling or discrepancies; and corrects routine errors.
- E. Safeguards Customers' baggage, air cargo, air mail, and comat from weather, loss, theft, damage, and/or destruction.
- F. Receives and records (either manually or by means of an electronic scanner, worn or held by a Ramp Agent) Customer baggage, air freight, air mail, and comat as required. Re-stickers misconnect bags.
- G. Checks cargo data/forms for accuracy and corrects data/forms as necessary.
- H. Equips aircraft cabin interiors for flights with equipment and supplies such as blankets, literature, disposal and refuse containers, and commissary items (including ice), in accordance with applicable paperwork (which may be in electronic form).
- I. Hand cleans interior of aircraft by such operations as hand sweeping and dusting, empties ash trays, and uses specialized cleaning fluids and materials, using mechanized cleaning aids as required, in accordance with applicable paperwork (which may be in electronic form).

- J. Removes stains from upholstery; cleans windows; and cleans and services lavatories and galleys and disposal containers, in accordance with applicable paperwork (which may be in electronic form).
- K. Transports cabin, commissary, and cleaning equipment between aircraft and storage areas.
- L. Wears visual identification required by the Company, prominently displayed for ready recognition.
- M. Maintains an inventory of cabin equipment items, commissary items, and cleaning equipment and supplies, including the storage areas for such supplies and notifies local management of possible materials needed.
- N. Checks delivery of supplies for shortages and brings discrepancies to the attention of local management.
- O. Works according to Company regulations and procedures and instructions from supervisors issued in accordance with this Agreement.
- P. As qualified, operates all power and other ground equipment (including push back tugs) assigned by the Company to complete its airline operations.
- Q. Has routine contacts with people outside the Company such as delivery agents, shippers, etc.
- R. Completes forms and paperwork connected with work assignments according to established procedures and enters such information into the Company's information system as required.
- S. Keeps work area in a clean and orderly manner, including storage areas for Company supplies and commissary items and Employees' break room.
- T. Provides friendly service to all co-workers and Customers.

## **SECTION TWO**

### **OPERATIONS AGENT/FREIGHT AGENT**

The work of an Operations Agent includes the functions which have been historically performed by Operations Agents at Southwest Airlines stations and includes, but is not limited to, any or

all of the following work covered under this specific labor contract. Agents required to perform such duties must be current and qualified within that classification.

- A. Coordinates the ramp, operations, Customer boarding/deplaning, and provisioning functions at the airport to assure expedient handling/servicing of aircraft and to achieve on-time departures, quick turnarounds, and to make up time on delayed flights.
- B. Opens and closes the stations, advising Dispatch of same; transmits required messages about conditions; operates stations/flight communications equipment and radio communications equipment as needed; answers station operations telephones and advises gate agents when the Operations Agent will board Customers.
- C. Prepares Dispatch release forms and collects weather reports for the crew.
- D. Arranges to have aircraft fueled as required.
- E. Prepares weight and balance computations at each station/location and advises Dispatch, Flifo, and stations of flight departures. Weight and balance entries will be completed, coordinated and verified by the Ops Agent for submission to the crew.
- F. Retrieves, edits and approves load plan and makes any adjustments to flight parameters. Makes load plan available to Ramp Agents. Receives, either electronically or manually, cargo bin loading information from Ramp Agent and advises Ramp Agent of any necessary changes.
- G. Closes out flights and files flight information.
- H. Ascertain that aircraft are properly cleaned and provisioned prior to departure.
- I. Coordinates special requests received for services that are needed on flights; e.g. servicing lavatories, cabin grooming, and wheelchairs for Customers, and performs special emergency cleaning.
- J. Operates jetway; coordinates the boarding and de-planing of Customers.
- K. Works with gate agents in expediting the check-in process; collects boarding passes and/or electronic boarding data and verifies boarding counts.
- L. Writes and submits irregularity reports as required.
- M. Checks cargo on hand to see that it is properly logged and accounted for; completes airbills, verifies shipments; accepts and accounts for payment.

- N. Checks that board mail and Company material are dispatched and sent to indicated stations.
- O. Receives, refers, or makes paging calls and makes paging announcements, as appropriate.
- P. Keeps other station personnel advised of flight movements, weather conditions, and irregular operations.
- Q. Prepares statistical reports to record information from trip papers/data.
- R. Operates and monitors equipment for flight information display systems and updates system when operationally necessary.
- S. Properly maintains and wears the uniform as required by Company regulations and presents a neat and professional appearance while on duty.
- T. It is understood and agreed that Operations Agents who are currently working in the Operations Classification and Freight Agents who are currently working in the Freight bid locations shall not be displaced as a result of future technology enhancements.
- U. Provides friendly service to all co-workers and Customers.
- V. Works according to Company regulations and procedures and instructions from supervisors issued in accordance with this Agreement and receives/delivers information into the Company's information system as required.
- W. Has routine contacts with people outside the Company such as delivery agents and shippers at the Cargo facility.
- X. Performs Cargo security screening at the Cargo house.

### **SECTION THREE CROSS-UTILIZATION**

It is mutually understood and agreed that under normal working conditions, Ramp Agents shall perform Ramp Agent duties; Provisioning Agents shall perform Provisioning Agent duties; and Operations Agents shall perform Operations Agent duties; however, cross utilization shall be allowed when sufficient personnel of a specific job classification are not available. No Employee shall be required to perform duties in another job classification unless that Employee has been adequately trained to perform the required duties and is current and qualified.

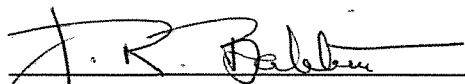


**EXECUTION PAGE**

Signed this 16th day of March, 2016.

**For Southwest Airlines Co.:**

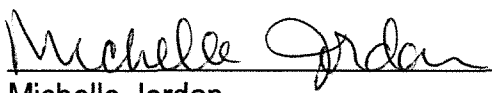
**For Transport Workers Union of America,  
AFL-CIO Local 555:**

  
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Randy Babbitt,  
Senior Vice President Labor Relations


  
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Gary Shults, International Representative

  
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Mike Ryan,  
Vice President Labor Relations

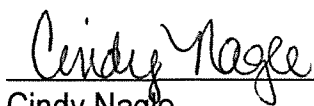
  
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Greg Puriski, President

  
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Michelle Jordan

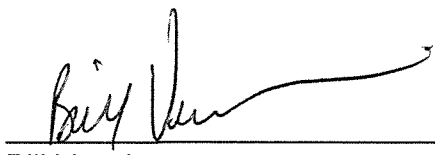
  
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Alfonso Santoyo  
Negotiating Committee Member

  
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Kevin Minchey


  
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Kevin Carney  
Negotiating Committee Member

  
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Cindy Nagle

  
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Phil McNally  
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Mike Aron  
Negotiating Committee Member

  
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Curtis Clevenger  
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Mike Roach  
Negotiating Committee Member



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Mark Waters  
Negotiating Committee Member