



VIA EMAIL

October 3, 2021

Gary Kelly
Chief Executive Officer
Southwest Airlines Co.
2702 Love Field Drive
Dallas, TX 75235

Re: Demand to Cease and Desist – Status Quo Violations

Gary:

Demanding that Southwest Airlines cease and desist from unilateral action is now a weekly sport. The Association learned Friday afternoon that Management will be announcing a vaccine mandate imminently. Not only will a vaccine mandate contravene the “Vaccine Incentive Program” you rolled out two weeks ago, it will be a stark divergence from your repeated and public assurances to Southwest employees that the Company will not mandate the vaccine. While Management may have the leisure to mandate vaccines for at-will employees, that is not the case with the Pilot work group. Pilots are unionized. As such, Southwest Airlines is required to negotiate and make agreement with the Association before any modifications to Pilots’ working conditions, rules, and pay may be made; not after. In mandating the vaccine, the Company is once again intentionally and willfully taking unilateral action against the Pilots and their CBA. That is an indefensible violation of the Railway Labor Act (“RLA”). SWAPA demands that that Southwest Airlines IMMEDIATELY CEASE AND DESIST from implementing a vaccine mandate on the Pilot work group unless and until such time that Management and Labor can reach agreement.

Status quo under the RLA must be maintained. “It shall be the duty of all carriers, their officers, agents and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions....” RLA, Section 2, First. This *status quo* duty has been deemed “the heart” of the RLA. *Brotherhood of R.R. Trainmen v. Jacksonville Terminal Co.*, 394 U.S. 369, 377-378 (1969). It underscores the *status quo* provisions under Section 6, requiring that rates of pay, rules, and working conditions shall not be altered by the carrier until a new agreement is reached. *Detroit & T.S.L.R.R. v. UTU*, 396 U.S. 142, 149-53 (1969).

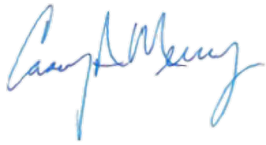
Your refusal to bargain over the vaccine mandate follows a long string of similar unilateral actions by the Company. Ironically, even the Vaccine Incentive Program was implemented without union agreement. This path of unilateral impositions by Management is neither sustainable nor legal. SWAPA has made repeated pleas to the Company for the parties to bargain over COVID-related issues to no avail. Southwest Airlines has made a farce out of the good faith bargaining imposed by both 45 U.S.C. § 152 and Section 1 of our CBA. Its specious use of the pandemic to make un-bargained for modifications to our CBA is nothing but bad faith.

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SWAPA will be seeking to enjoin Southwest Airlines and pursue punitive damages for your deliberate attack on the union. Southwest Airlines does not operate above the RLA. Management must collectively bargain with SWAPA.

Yours truly,



Captain Casey Murray
President

cc: Robert Jordan, Senior Vice President of Corporate Services
Captain Alan Kasher, Executive Vice President of Daily Operations
Mark Shaw, Executive Vice President, Chief Legal and Regulatory Officer
Bob Waltz, Vice President of Flight Operations
Carl Kuwitzky, Director of Labor Relations
Captain Jody Reven, Negotiating Chairman
K. Helen Yu, General Counsel and Director of Diversity