



CONSTITUTION & BYLAWS

SOUTHWEST AIRLINES FLIGHT ATTENDANT ASSOCIATION (SWAFAA)

Slogan: "Together We Are One"

PREAMBLE

We, the Flight Attendants of Southwest Airlines, in recognition of our shared commitment to safety, service, professionalism, and unity, do hereby establish this Constitution and Bylaws as the founding and governing document of the **Southwest Airlines Flight Attendant Association (SWAFAA)**.

SWAFAA is created in the spirit of solidarity to promote, defend, and enhance the rights, welfare, and working conditions of all Southwest Airlines Flight Attendants. As an independent, member-driven labor organization, SWAFAA is grounded in the principles of democratic governance, transparency, equality, and justice. We recognize that our collective voice is our greatest strength, and through this document, we seek to build a lasting institution rooted in integrity, member empowerment, and member advocacy.

This Constitution shall serve as the supreme authority of governance for the Association, and all policies, actions, decisions, and interpretations shall be consistent with its provisions. Every Flight Attendant represented by SWAFAA shall be entitled to the full protections, rights, and responsibilities set forth herein.

Let this Constitution stand as a living testament to our resolve — that by joining together, we shall never be divided.

MEMBER SUMMARY

(Plain Language — Informational Only)

This summary is for convenience. It is not a substitute for the Constitution or Bylaws. If anything here conflicts with those documents, the Constitution controls, then the Bylaws.

1. Who we are

SWAFAA is an independent union for Southwest Airlines Flight Attendants. It is member-driven: the membership is the highest authority on contracts, strikes, major policy, and who holds office. We stay independent — we are not built to be sold, merged, or absorbed without the high bars set in the Constitution.

2. How power is organized

Think of four layers:

- General Membership — elects leaders, ratifies contracts, decides major questions by vote or referendum.
- Board of Directors — Executive Board plus one Base Representative from each designated crew base. Main legislative and oversight body.
- Executive Board — President, Vice President, Secretary, Treasurer. Runs day-to-day work between full Board meetings, within limits.
- Base Representatives — your local link to the union; full vote on the Board of Directors.

Committees do focused work (grievance support, safety, finance, communications, etc.) under charters. They do not replace membership votes.

3. The Guardian of the Constitution

After the founding presidential term, the Founding President becomes Guardian of the Constitution — a permanent non-executive oversight role. The Guardian can review finances (read-only), raise ethics/compliance concerns, call emergency Board sessions for constitutional crises, and report to members. The Guardian does not run spending, bargaining, or the Board. Under the Constitution, this oversight role and its protected access cannot be stripped away by later leaders or by amendment. Everything else about running the union stays with the members and their elected officers.

4. Terms of office

- Founding period: initial leadership serves one six (6) year founding term (separate from later term limits).
- After that: elections every three (3) years.
- Standard limit: two consecutive full terms in the same office (six years of standard elected service), then a three-year hiatus before running for that same office again (other offices may still be open).
- Extensions: if members want someone who is doing great work to continue past the two-term limit, they may approve a three (3) year extension by a two-thirds (2/3) membership vote. Each extension is only three years; another extension needs a new member vote. Members decide — not automatic.

5. How you vote and have a say

You vote on officers, contract ratification, constitutional amendments, many major policies, and special referenda. You can petition, attend membership and base meetings (including virtual/hybrid where offered), run for office if eligible, and ask questions of leadership. Bylaws set the calendars, notices, and meeting ground rules so participation works across bases.

6. Checking leadership

- Elections and term limits.
- Presidential Override Referendum (membership petition + 2/3 vote can end a President's term early).

- Officer removal for just cause with due process (Board process and appeal rights — see Constitution).
- Open Board observation rules, roll-call votes on major items, published finances, and the Guardian's reporting role.

Operational leaders answer to members. The Guardian's locked oversight role is the intentional exception so anti-corruption tools cannot be dismantled.

7. Money and transparency

Dues and budgets follow the Constitution. Members get financial reports and have inspection rights. Spending controls, dual signatures, expense rules, and hardship processes are detailed in the Constitution and Bylaws. No silent special perks: stipends and lost-time costs are supposed to be visible to members.

8. Representation and grievances

If you have a workplace issue, contact your Base Representative or the grievance channel early. Contract timelines still control legal deadlines. The union's internal standard is to keep you informed and escalate if representation stalls (see Bylaws on workflow).

9. Constitution vs Bylaws — what's the difference?

- Constitution — supreme rules: rights, structure, terms, independence, Guardian, how officers are chosen and removed, contract ratification, amendments.
- Bylaws — operating manual: how meetings are noticed, how elections are run day-to-day, expense forms, base office hours, committee reports. Bylaws cannot override the Constitution.

10. Quick "where to look"

- Independence / no easy merger — Constitution Article III
- Membership rights — Articles IV–V; Appendix B
- Dues & money transparency — Articles VII–VIII; Bylaw Article III
- Who runs what (Board / Executive Board / Guardian) — Article IX

- Terms, extensions, override — Article XI
- Elections — Article XII; Bylaw Article VI
- Removing officers — Article XIII
- Meetings — Article XX; Bylaw Article IV
- Contract ratification — Article XXV
- Strikes — Article XXVI
- Base equity — Article XXXV
- Amending the Constitution — Article XXIV (Guardian protections cannot be repealed)
- Amending Bylaws — Bylaw Article XVI
- Day-to-day procedures — Bylaws (full section after the Constitution)

11. SWAFAA values in one line

Together We Are One — members first, transparency on money and votes, independence protected, and leadership that serves the line, not the other way around.

For binding rules, read the Constitution and Bylaws that follow. When in doubt, ask your Base Representative or the Secretary for the controlling section.

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ARTICLE I – NAME

Section 1.1 – Official Name

The name of this labor organization shall be the **Southwest Airlines Flight Attendant Association**, hereafter abbreviated and referred to as **SWAFAA**.

Section 1.2 – Use and Exclusivity

The name **SWAFAA** shall be the exclusive, legal, and protected designation of this union. It shall be used on all official documents, correspondence, contracts, ballots, reports, publications, legal proceedings, and public statements issued on behalf of the organization.

Section 1.3 – Logo and Brand

SWAFAA shall adopt an official seal, logo, and branding standards to visually represent the union. All such intellectual property shall remain the sole property of SWAFAA and may not be reproduced or used without express authorization by the Executive Board.

ARTICLE II – PURPOSE

Section 2.1 – Representation and Advocacy

The primary purpose of SWAFAA is to serve as the **exclusive collective bargaining representative** for all Southwest Airlines Flight Attendants, and to negotiate, enforce, and defend labor agreements that secure fair wages, equitable working conditions, job protections, benefits, safety standards, and professional dignity.

Section 2.2 – Mission Objectives

SWAFAA shall:

- Advocate for Flight Attendants in all employment-related matters;
- Promote economic security and work-life balance;
- Protect member rights through due process and fair representation;
- Advance occupational health and safety standards;
- Support equitable career advancement and anti-discrimination policies;
- Create opportunities for member education, training, and empowerment.

Section 2.3 – Independence and Self-Governance

SWAFAA shall operate as an **independent and self-governed union**, accountable solely to its members. It shall not be subordinate to any external labor entity, federation, employer group,

or political organization unless such affiliation is affirmatively ratified by the membership according to the procedures outlined herein.

Section 2.4 – Democratic Foundations

SWAFAA is founded on democratic principles. All major decisions affecting the union shall be subject to transparent deliberation, member participation, and voting rights. Power shall derive from the membership and be exercised through elected officers, representatives, and formal governance structures established under this Constitution.

ARTICLE III – AFFILIATION AND AUTONOMY

Section 3.1 – Permanent Independence and Protection of Identity

SWAFAA shall remain a permanently independent and self-governed union, established solely to serve the Flight Attendants of Southwest Airlines. Under no circumstance shall this union be merged, absorbed, affiliated, acquired, or consolidated with any other labor organization, national federation, or political body — regardless of size, bargaining leverage, or monetary offer.

This safeguard exists to preserve the unique identity, mission, and values on which SWAFAA was founded — built by and for the Flight Attendants it serves.

The roots of SWAFAA reflect a commitment to autonomy, transparency, responsiveness, and direct democracy. Any attempt to compromise this independence shall be considered unconstitutional and automatically void.

SWAFAA belongs solely to its members. Its strength shall be derived not from external affiliations, but from the unified will of those it was created to protect.

Section 3.2 – Leadership Oversight and Founding Authority

The Founding President of SWAFAA shall be formally recognized for their critical role in establishing this union's foundation, vision, and operational structure. To ensure strategic continuity during its formative years, the Founding President shall serve a one-time six (6) year founding term, without interruption or recall except by member petition under Article XXI or removal under Article XIII. This founding term is a separate formative period and shall not count toward the standard two-term limit under Article XI. At the conclusion of their founding presidential term, the individual shall automatically assume the permanent non-executive role of Guardian of the Constitution, empowered to:

- Monitor compliance with the Constitution and bylaws;

- Call emergency Board of Directors sessions if constitutional violations or ethical crises emerge;
- Issue non-binding constitutional guidance to the Board of Directors, Executive Board, and members;
- Protect the founding vision and prevent institutional corruption.

This role shall exist indefinitely and shall automatically continue. The Guardian shall hold no authority to direct, authorize, interfere with, or restrict union spending or budgeting decisions, but shall be granted full read-only access to all union financial records, bank statements, contracts, and audits, and shall be empowered to independently review, investigate, and publicly report on any suspected financial misconduct, character misconduct, or ethical concern. The Guardian may initiate emergency ethics inquiries related to financial, character, and ethical misconduct or misappropriation, and issue compliance alerts to protect member dues and uphold transparency.

The Guardian shall also submit an Annual Oversight Report to the full membership no later than March 1st of each calendar year. This report shall include a summary of any constitutional compliance reviews, financial audits, ethics alerts, or investigations conducted in the prior year. The report shall be submitted in both written and digital formats to the union's official membership platform and email distribution list, and posted in a secure online member portal. This obligation exists to ensure continued transparency and accountability of the Guardian role without interfering in operational functions.

This safeguard is designed not to concentrate executive power, but to protect the union's founding mission and integrity. The Guardian is a non-executive constitutional firewall: investigative, reporting, and compliance-oriented only. The Executive Board and Board of Directors shall not restrict, redefine, suspend, or limit the powers or access granted to the Guardian of the Constitution. The Guardian role, and the powers and access attached to it, may not be modified, diminished, or eliminated by amendment, bylaw, Board action, referendum, or any other means — including by the General Membership — except that the membership retains all other powers of democratic self-government under this Constitution.

SWAFAA remains a member-led democratic institution. Except for the entrenched Guardian safeguard in this Section, the General Membership is the ultimate decision-making authority in all union matters. All leadership positions that exercise operational or governance power — including the presidency and all seats on the Board of Directors — shall be subject to:

Regular democratic elections

Constitutional checks and balances

Member-led petitions and referenda

Term limits and performance-based accountability

No officer or founder shall place personal authority above the Constitution or the membership. The Guardian does not outrank the membership in operations or bargaining; the Guardian's sole entrenched function is non-executive oversight that the membership has chosen to lock against repeal so that transparency and anti-corruption tools cannot be dismantled by later leadership.

Standard term lengths, two-term limits, and three (3) year term extensions are governed exclusively by Article XI – Terms of Office. In exceptional cases, when continued service is in the union's interest, the General Membership may approve a three (3) year term extension for an officer who has reached the two-term limit, by a two-thirds (2/3) vote of verified ballots cast in a certified member-wide referendum placed on the ballot for that purpose. Each extension covers one three (3) year period only and must be reauthorized by a new membership vote before any further extension. This article shall never be construed to entrench operational leadership without member consent. SWAFAA was built by its members, for its members — and shall never be governed without them.

Section 3.3 – Required Pre-Affiliation Disclosures

Before any vote on potential affiliation, the following shall be provided to the entire membership:

- A comprehensive legal review from an independent labor attorney detailing rights, risks, and obligations;
- A financial analysis from an external certified public accountant (CPA) outlining cost implications, dues comparisons, liabilities, and funding changes;
- A complete proposed agreement or memorandum of understanding (MOU) detailing the affiliation terms;
- A minimum **thirty (30) day** member comment period for feedback, Q&A sessions, and educational materials.

Section 3.4 – Right to Rescind

SWAFAA reserves the right to rescind any affiliation agreement that violates member rights, undermines union autonomy, or materially deviates from the ratified terms. Such rescission shall be subject to a two-thirds (2/3) vote of the membership.

ARTICLE IV – MEMBERSHIP

Section 4.1 – Eligibility for Membership

All individuals who are actively employed by **Southwest Airlines** in the official capacity of **Flight Attendant** and have successfully completed company-mandated training, onboarding, and probationary requirements shall be eligible for full membership in the Southwest Airlines Flight Attendant Association (SWAFAA). Eligibility shall not be restricted by age, race, ethnicity, gender, gender identity, sexual orientation, disability, nationality, religion, or political affiliation.

Section 4.2 – Automatic Enrollment and Opt-Out Rights

Membership shall be automatic upon commencement of active duty unless a written opt-out notice is submitted by the employee in accordance with federal labor law. Any such opt-out shall be:

- Submitted in writing, signed, and dated;
- Delivered directly to the SWAFAA Secretary and properly recorded;
- Acknowledged with a receipt of confirmation within ten (10) business days.

Flight Attendants who opt out shall forfeit all rights and privileges of membership, including voting, representation, and access to union benefits.

Section 4.3 – Membership in Good Standing

A “member in good standing” shall be defined as a Flight Attendant who:

- Is current on all dues, initiation fees, and assessments;
- Has not been suspended or expelled for disciplinary reasons;
- Is not under active investigation or subject to pending charges within the union.

Good standing is required to hold office, vote in elections, file grievances through union channels, and access union representation.

Section 4.4 – Voluntary Resignation

Members may resign from SWAFAA at any time by submitting a signed written letter of resignation to the Secretary. Upon receipt, the resignation shall:

- Be acknowledged in writing within seven (7) business days;
- Take effect immediately unless a future effective date is specified;

- Terminate all rights, privileges, and representation under this Constitution.

Resigned members must reapply for full membership to regain access to any union benefits or voting rights.

Section 4.5 – Honorary and Retired Membership

The Board of Directors may grant **honorary or retired membership** to former Flight Attendants, union founders, or individuals who have made exceptional contributions to SWAFAA. These designations:

- Require a two-thirds (2/3) vote of the Board of Directors;
 - Do not include voting rights or eligibility to hold office;
 - Are symbolic and honorary in nature.
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ARTICLE V – RIGHTS OF MEMBERS

Section 5.1 – Equal Rights and Non-Discrimination

Every SWAFAA member in good standing shall be entitled to **equal rights and privileges** under the Constitution, free from discrimination, favoritism, or retaliation.

Section 5.2 – Core Membership Rights

All members in good standing shall have the right to:

- (a)** Vote in all elections, contract ratifications, referenda, amendments, and other union-wide ballots;
- (b)** Nominate and be nominated for any union office, subject to eligibility requirements;
- (c)** Participate fully in all membership meetings, debates, and discussions without censorship;
- (d)** Propose policy changes, raise grievances, and petition for organizational action;
- (e)** Access union records including budgets, contracts, minutes, bylaws, and financial reports;
- (f)** Receive representation in employment-related disputes and disciplinary proceedings;
- (g)** Seek redress and a fair hearing if facing discipline by the union;
- (h)** Speak, organize, and publish viewpoints within the framework of union rules and decorum.

Section 5.3 – Rights of Minority and Dissenting Voices

Members shall have the protected right to dissent, campaign for alternative leadership, and express views contrary to prevailing policies or officers, provided such expression:

- Is done without personal attacks, threats, or defamation;

- Does not disrupt lawful union business;
- Respects the rights of other members.

No member shall be punished, silenced, or retaliated against for their participation in democratic processes.

Section 5.4 – Access to Representation and Due Process

Each member shall be entitled to fair and timely access to union support, including:

- Representation in employer investigations, grievances, or disciplinary actions;
 - Appeals and reviews of union decisions affecting their rights;
 - Clear, written explanations for any adverse actions taken by the union.
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ARTICLE VI – RESPONSIBILITIES OF MEMBERS

Section 6.1 – Adherence to the Constitution

All members shall uphold and abide by this Constitution and any properly adopted rules, policies, or procedures of the Association. Violations may result in disciplinary review.

Section 6.2 – Financial Obligations

Members are responsible for paying all dues, initiation fees, and special assessments as established by union policy. Members facing temporary financial hardship may apply for relief per Article VII.

Section 6.3 – Participation in Union Democracy

Members are expected to:

- Attend meetings when feasible;
- Vote in union elections and referenda;
- Engage in constructive dialogue and collaboration;
- Serve on committees or volunteer when able.

Section 6.4 – Conduct and Representation

Each member shall:

- Represent the union in a manner that reflects professionalism and dignity;
- Refrain from conduct that harms the integrity, reputation, or legal standing of the union;
- Report unethical behavior, fraud, discrimination, or misuse of union resources;
- Use internal channels to resolve disputes before seeking external remedies.

Section 6.5 – Duty to Fellow Members

Members owe a duty of mutual respect, solidarity, and cooperation to one another. This includes:

- Supporting each other during collective actions or disputes;
 - Respecting diverse viewpoints and backgrounds;
 - Encouraging new members to become engaged and informed.
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ARTICLE VII – INITIATION FEES, DUES & ASSESSMENTS

Section 7.1 – Initiation Fee

A one-time **Initiation Fee of fifty dollars (\$50.00)** shall be required from each new member upon joining SWAFAA. This fee:

- Shall be due within thirty (30) days of the commencement of employment or union enrollment;
- May be waived in cases of documented financial hardship, subject to approval by a majority vote of the Executive Board;
- Shall be used to support onboarding education, new member orientation, and the union's reserve fund.

Section 7.2 – Monthly Dues

All active members in good standing shall remit **monthly dues of thirty-five dollars (\$35.00)** via payroll deduction or alternative payment method approved by the Treasurer. These dues shall fund:

- Operational expenses of the union;
- Legal representation and grievance enforcement;

- Contract negotiations and research;
- Member services, education, and communications;
- Reserve and emergency funds.

Section 7.3 – Temporary Suspension or Reduction

Members may request temporary suspension or reduction of dues in circumstances of:

- Unpaid leave or disability;
- Military deployment;
- Financial hardship.

Such requests must:

- Be submitted in writing with supporting documentation;
- Be reviewed by the Treasurer and approved by a majority vote of the Executive Board;
- Be renewed quarterly if circumstances continue.

Section 7.4 – Emergency or Special Assessments

No special assessment, beyond standard dues, shall be imposed unless:

- Justified in writing by the Executive Board with a clear statement of purpose and necessity;
- Approved by a **two-thirds (2/3)** majority of members voting in a secure, secret-ballot referendum.

Section 7.5 – Notification and Recordkeeping

Members shall receive at least **thirty (30) days' written notice** of any proposed change to dues or assessments. The Treasurer shall maintain an up-to-date record of all dues payments, waivers, and delinquencies, which shall be subject to audit.

ARTICLE VIII – FISCAL YEAR AND FINANCIAL TRANSPARENCY

Section 8.1 – Fiscal Year

The fiscal year of SWAFAA shall begin on **January 1** and conclude on **December 31** of each calendar year. All financial reporting, audits, and budget planning shall align with this annual cycle.

Section 8.2 – Annual Budget

The Treasurer shall:

- Prepare and submit a proposed **Annual Operating Budget** no later than **January 15** of each year;
- Coordinate review with the Finance Committee and Executive Board;
- Present the final version for adoption by the Board of Directors no later than February 15.

The approved budget shall be published and distributed to the full membership within ten (10) days of its adoption.

Section 8.3 – Quarterly Financial Reports

The Treasurer shall issue detailed **quarterly financial reports**, which shall:

- Include itemized revenues and expenditures;
- Be reviewed by the Finance Committee and certified by the Executive Board;
- Be published to the membership within thirty (30) days of the quarter's end;
- Be archived and retained for a minimum of **seven (7) years**.

Section 8.4 – Annual Independent Audit

An **independent audit** of the union's finances shall be conducted at the conclusion of each fiscal year by a certified public accountant (CPA) or firm not affiliated with any officer or union entity.

The audit shall:

- Examine all ledgers, bank accounts, reports, and union assets;
- Identify irregularities, compliance issues, or fiduciary breaches;
- Be made available to all members in full within sixty (60) days of completion.

Section 8.5 – Member Access to Records

Any member in good standing may request access to financial records by submitting a written application to the Treasurer. Access shall be:

- Granted within thirty (30) calendar days;
 - Accompanied by reasonable limitations to protect personal, privileged, or legally confidential information;
 - Logged and documented to ensure record security and accountability.
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ARTICLE IX – ORGANIZATIONAL STRUCTURE

Section 9.1 – Overview of Governance

SWAFAA shall operate through a multi-tiered governance structure composed of the following official bodies:

(a) Executive Board

- The highest administrative body between meetings of the full Board of Directors.
- Comprised of the President, Vice President, Secretary, and Treasurer.

(b) Board of Directors

The principal legislative and oversight body of SWAFAA.

Comprised of the Executive Board (President, Vice President, Secretary, and Treasurer) and one Base Representative from each of the twelve (12) Southwest Airlines Flight Attendant crew bases. For purposes of this Constitution, “Executive Officers” means the four (4) members of the Executive Board.

(c) Standing and Ad Hoc Committees

Chairs appointed by the President with Board of Directors approval, as provided in Article XIX.

Established to focus on specialized areas including grievances, negotiations, finances, safety, communications, and member outreach.

(d) General Membership

The supreme authority of the union.

Retains ultimate power through referenda, elections, constitutional amendments, and contract ratification.

(e) Guardian of the Constitution

The permanent non-executive oversight role described in Article III, held by the Founding President after the founding term. The Guardian is not a member of the Executive Board or Board of Directors and holds no vote on either body.

Section 9.2 – Separation of Roles

No individual may simultaneously:

Hold more than one elected office within the union;

Serve on the Board of Directors (including as an Executive Board member or Base Representative) and on the Independent Election Committee, Independent Appeals Panel, or Disciplinary Committee;

Hold union office while serving as an employee, agent, or consultant of Southwest Airlines or any external labor organization.

Section 9.3 – Executive Board Authority and Meetings

The Executive Board is the highest administrative body between meetings of the full Board of Directors. Between Board of Directors meetings, the Executive Board may act on time-sensitive administrative, operational, and financial matters within the approved budget and this Constitution, except that the following require Board of Directors action: adoption or amendment of the annual budget; major contracts outside ordinary course; removal of officers; constitutional interpretations under Article XXX; and any matter this Constitution expressly assigns to the Board of Directors or the General Membership.

The Executive Board shall meet at least monthly, or more often as needed. A majority of Executive Board members (three of four) shall constitute a quorum. Actions require a majority vote of Executive Board members present at a meeting with quorum, unless a higher threshold is stated elsewhere. The President shall preside; the Secretary shall keep minutes, which shall be provided to the full Board of Directors.

Section 9.4 – Independent and Designated Bodies

The following bodies are established. None may be controlled by a single officer. Members must be members in good standing who are not then serving on the Board of Directors, except as expressly stated.

(a) Independent Election Committee — At least three (3) members appointed by the Board of Directors for staggered terms of up to three (3) years. Administers nominations, elections, and certified referenda; may retain an independent election vendor. Issues eligibility and

disqualification decisions under Article X and Article XII, subject to the appeal process stated therein.

(b) Independent Appeals Panel — At least three (3) members appointed by the Board of Directors for staggered terms of up to three (3) years. Hears appeals of officer removal under Article XIII and member discipline under Article XXIII. Panel decisions are final and shall be published to the membership as provided in those Articles.

(c) Disciplinary Committee — At least three (3) members appointed by the Board of Directors. Investigates complaints of officer or member misconduct referred under Articles XIII, XXIII, and XXVIII; reports findings and recommendations to the Board of Directors. The Board of Directors retains final decision authority except where an appeal lies to the Independent Appeals Panel.

(d) Finance Committee — Standing committee under Article XIX. Reviews budgets, quarterly reports, and audits; advises the Treasurer, Executive Board, and Board of Directors. Does not replace the Treasurer's duties or Board of Directors budget adoption authority.

(e) Ethics and Compliance Committee — Standing committee under Article XIX. Performs the functions assigned in Article XXIX.

(f) Constitutional Review Panel — Convened by the Board of Directors when formal interpretation or proposed amendment review is needed under Articles XXIV and XXX. May include the Guardian of the Constitution in a non-voting advisory capacity, legal counsel, and members designated by the Board of Directors.

Section 9.5 – Succession Planning and Continuity

Each governing body shall be responsible for establishing written protocols, delegations of authority, and transition procedures to ensure smooth continuity in case of emergency, resignation, or vacancy.

ARTICLE X – ELECTED OFFICERS AND QUALIFICATIONS

Section 10.1 – Elected Positions

The following union leadership roles shall be filled through open democratic elections:

(a) President

(b) Vice President

(c) Secretary

(d) Treasurer

(e) One Base Representative from each of the following twelve (12) bases:

- ATL (Atlanta)
- BWI (Baltimore/Washington)
- MDW (Chicago Midway)
- DAL (Dallas Love Field)
- DEN (Denver)
- HOU (Houston)
- LAS (Las Vegas)
- LAX (Los Angeles)
- BNA (Nashville)
- OAK (Oakland)
- MCO (Orlando)
- PHX (Phoenix)

Section 10.2 – Eligibility Criteria

To be eligible for nomination and election, a candidate must:

- (a) Be a member in good standing of SWAFAA for at least twelve (12) consecutive months immediately preceding the close of nominations;**
- (b) Not have been removed from union office for cause or found guilty of misconduct, fraud, or serious violations of union policy within the past five (5) years;**
- (c) Not be under active disciplinary investigation or sanction by the union or employer at the time of nomination;**
- (d) For Base Representatives, be permanently assigned to the base they seek to represent and actively flying from that base, as verified by the employer's scheduling data and flight records.**

Section 10.3 – Disqualification

Candidates may be disqualified by the Independent Election Committee or Board of Directors if:

- False or misleading information is submitted during nomination;
- Campaign misconduct or election interference is documented;
- The individual is found ineligible based on objective verification.

Disqualified candidates shall have the right to appeal the decision in writing, with a hearing to be held before the Independent Election Committee within ten (10) business days.

Section 10.4 – Founding Appointments of Officers, Committee Chairs, and Key Roles

To ensure SWAFAA's successful launch and operational readiness during its formative stage, the Founding President shall have the authority to appoint the initial union leadership for one (1) six (6) year founding term following ratification of this Constitution. All such initial appointments shall serve a single six (6) year founding term. These foundational appointments are designed to guarantee continuity, alignment with the union's mission, and effective governance as institutional structures are established.

A. Scope of Appointment Authority

The Founding President shall be empowered to appoint individuals to serve in the following capacities:

- Executive Board officers other than President — Vice President, Secretary, and Treasurer;
- Base Representatives — One representative for each designated crew base, as outlined in Section 10.1;
- Standing and Ad Hoc Committee Chairs — All committee chairs referenced in Article XIX;
- Special Roles — Any additional officers, liaisons, advisors, or staff deemed necessary for launch-phase success, including:
 - Compliance or Ethics Officers
 - Communications Directors
 - Legal or Contract Advisors
 - Temporary Task Force Leaders

All appointments must be made in writing, recorded in union records, and publicly communicated to the membership.

B. Duration and Expiration of Founding Appointments

This founding appointment authority shall be limited to:

One (1) six (6) year founding term, as defined in Article XI;

The initial phase of SWAFAA's development, after which all future positions shall be filled exclusively through open democratic elections per Articles XI and XII.

No appointments under this provision shall extend beyond the six (6) year founding term. Thereafter, offices shall be filled by election every three (3) years under Articles XI and XII.**C.**

Purpose and Principles

This temporary authority exists not to bypass democratic norms, but to:

- Build a capable and mission-aligned leadership team from day one;
- Avoid instability, inexperience, or dysfunction during the union's most vulnerable phase;
- Ensure legal, financial, administrative, and contract-related responsibilities are immediately addressed by qualified individuals;
- Establish professional continuity, internal structure, and cultural integrity.

These appointments are guided by the union's founding values of transparency, member empowerment, equity, and anti-corruption.

D. Oversight and Accountability

To preserve democratic oversight and avoid abuse of authority, all appointments made under this section shall be subject to the following safeguards:

- Transparency — A complete list of appointees, their roles, qualifications, and responsibilities shall be published within 30 days of appointment and remain accessible to all members.
- Membership Challenge Rights — Any appointment may be challenged by:
 - A petition signed by at least fifteen percent (15%) of members in good standing;
 - A two-thirds (2/3) vote in a certified referendum to revoke a specific appointment.
- Performance Review — All appointed officers and committee chairs shall be subject to performance evaluations by the Executive Board and may be removed for just cause under Article XIII or replaced by the Founding President within the scope of this Section.

E. Transition to Full Democracy

- Upon conclusion of the six (6) year founding term:
- All future officers, Base Representatives, and committee chairs must be nominated and elected by the membership every three (3) years;
- No further appointments of elected positions shall be made except to fill midterm vacancies under Article XIII;

The founding appointment authority shall automatically expire and be nullified without requiring a vote.

ARTICLE XI – TERMS OF OFFICE

Section 11.1 – Standard Term Length

After the founding period described in Section 11.2, all elected officers of SWAFAA — including the President, Vice President, Secretary, Treasurer, and Base Representatives — shall serve a standard term of three (3) years. Elections shall be held every three (3) years. Each term shall commence on the first calendar day of the month following certification of the election, unless otherwise specified herein.

Section 11.2 – Founding Term and Initial Appointments

To ensure continuity during SWAFAA's formative phase, all initial officer appointments made under Section 10.4, and the Founding President's initial service, shall be for one (1) six (6) year founding term. This founding term is a separate formative period and shall not count toward the standard two-term limit in Section 11.3. During the founding term, the Founding President shall exercise transitional appointment authority as outlined in Section 10.4. Upon conclusion of the founding term, the Founding President shall assume the Guardian of the Constitution role under Article III, the presidency and all other elected offices shall be filled by open democratic election, and all standard term limits, nomination rules, and election procedures shall apply.

Section 11.3 – Term Limits (All Officers)

The President, Vice President, Secretary, Treasurer, and Base Representatives are each limited to two (2) consecutive full standard terms in the same office — a maximum of six (6) years of elected service in that office under standard terms. After reaching this limit, an officer must take a three (3) year hiatus before being eligible to run again for that same position. During the hiatus, the individual may run for a different office if otherwise eligible.

Section 11.4 – Term Extensions

In exceptional cases, when an officer's continued service is clearly in the union's interest, the General Membership may approve an extension of three (3) years beyond the two-term limit. Each extension shall be placed on the ballot as a single three (3) year period and requires a two-thirds (2/3) vote of verified ballots cast in a certified member-wide referendum. Extensions are granted one term at a time. A further three (3) year extension may be sought only through a new referendum under this Section before the current extended term expires; there is no automatic renewal. A vote for extension may be initiated by a petition signed by at least forty percent (40%) of active members in good standing, or by a formal resolution

passed by two-thirds (2/3) of the Executive Board. The initiating party must submit a written justification, which shall be shared with the membership alongside the ballot. The referendum should be initiated no later than ninety (90) days before the officer's final term (or current extended term) expires. For purposes of this Section, a two-thirds (2/3) vote means two-thirds of all verified ballots cast in a secure, transparent election administered by the Independent Election Committee and open to all active members in good standing.

Section 11.5 – Presidential Override Referendum

Notwithstanding the provisions above, the General Membership retains ultimate authority over continued Presidential tenure. A Presidential Override Referendum may be triggered by: (a) submission of a petition signed by twenty-five percent (25%) of all members in good standing; and (b) a membership-wide vote held by secure, secret ballot. If two-thirds (2/3) of votes cast favor override, the President's term shall immediately end, and a new election shall be held within sixty (60) days. This override mechanism shall not be used lightly but serves as a democratic safeguard.

Section 11.6 – Holdover Provisions

In cases of delayed installation or a pending runoff, the incumbent officer shall remain in office in a holdover capacity until the duly elected successor is certified and assumes office.

ARTICLE XII – NOMINATIONS AND ELECTIONS

Section 12.1 – Nomination Period

Nominations for elected offices shall:

- Open no later than **ninety (90) days** prior to the election date;
- Remain open for a minimum of **twenty-one (21) days**;
- Close no later than **sixty (60) days** before the scheduled election.

Section 12.2 – Nomination Process

A member may nominate themselves or any other eligible member. All nominations must:

- Be submitted in writing or via the secure online portal;
- Include a signed acceptance statement from the nominee;
- Be verified for eligibility by the Independent Election Committee.

Section 12.3 – Campaign Rules and Equity

All candidates shall be entitled to:

- Equal access to union communication platforms;
- Participation in candidate forums and published Q&A sessions;
- Clearly defined campaign spending limits and disclosure rules.

Prohibited conduct includes:

- Use of union funds, employer resources, or coercion;
- Personal defamation or intimidation;
- Bribery or vote-buying.

Violations may result in disqualification.

Section 12.4 – Election Procedures

All elections shall be conducted by **secure, secret ballot**, administered by an **independent third-party election firm** approved by the Board of Directors.

Voting shall remain open for no fewer than **ten (10) consecutive days** to ensure full participation across all bases.

Section 12.5 – Majority and Runoff

The candidate receiving the **highest number of valid votes** shall be declared the winner. In the event of a tie:

- A **runoff election** shall be held within thirty (30) days;
- Only the tied candidates shall appear on the runoff ballot.

Section 12.6 – Certification and Disputes

Election results shall be:

- **Certified** within **seven (7) days** by the independent administrator;
- Immediately published to the membership;
- Open to formal challenge within **ten (10) days** of certification.

Challenges must be submitted in writing to the Independent Election Committee, which shall render a decision within fifteen (15) days.

ARTICLE XIII – OFFICER VACANCIES AND REMOVAL

Section 13.1 – Vacancies

A vacancy shall occur upon resignation, removal, death, incapacitation, or failure to qualify. Vacancies shall be addressed as follows:

- (a) If more than **six (6) months** remain in the term, a **special election** shall be held within **sixty (60) days**;
- (b) If **six (6) months or less** remain, the Board of Directors may **appoint** a qualified member to serve the remainder of the term.

Section 13.2 – Grounds for Removal

An elected officer may be removed from office for **just cause**, including:

- Misconduct, neglect, or abuse of office;
- Violation of fiduciary duties or this Constitution;
- Criminal conviction for a felony;
- Financial impropriety, fraud, or harassment;
- Gross dereliction of responsibilities.

Section 13.3 – Due Process Procedures

The removal process shall include:

- A formal complaint submitted to the Board of Directors or Disciplinary Committee;
- **Written notice** to the accused with the specific charges;
- A minimum of **fourteen (14) days** to prepare a defense;
- A hearing where the officer may present evidence and witnesses;
- A decision requiring a two-thirds (2/3) vote of the full Board of Directors, with the accused officer recused from deliberation and voting and not counted toward quorum for that decision.

Section 13.4 – Appeals

Any officer removed from office may file a written appeal to the **Independent Appeals Panel** within **ten (10) days**.

The panel must issue a final decision within **thirty (30) days**, which shall be binding and published to the membership.

ARTICLE XIV – DUTIES OF THE PRESIDENT

Section 14.1 – Chief Executive Officer

The President shall serve as the **chief executive, lead strategist, and principal spokesperson** of SWAFAA, responsible for guiding the union in alignment with its Constitution, strategic plan, and member-approved mandates.

Section 14.2 – Founder's Role

The First President and Founder of SWAFAA shall:

- Serve a foundational six (6) year term as defined in Article XI;
- Upon conclusion of that founding term, assume solely the permanent non-executive role of Guardian of the Constitution under Article III and Section 9.1(e). That Guardian role is the Founder's only ongoing institutional position; it carries no seat and no vote on the Executive Board or Board of Directors. The Guardian may serve in a non-voting advisory capacity on a Constitutional Review Panel when convened under Section 9.4(f);
- Be honored as the union's historical founder and architect of its democratic structure.

Section 14.3 – Executive Responsibilities

The President shall:

- (a) Preside at all meetings of the membership, Executive Board, and Board of Directors;
- (b) Enforce this Constitution and all duly enacted union policies;
- (c) Execute contracts, legal documents, and formal union communications;
- (d) Serve as liaison to management, government agencies, and media;
- (e) Appoint and oversee all committee chairs, task forces, and consultants (subject to Board of Directors approval);
- (f) Supervise all union staff, officers, and contractors;
- (g) Present quarterly and annual reports to the membership;
- (h) Represent the union in collective bargaining and arbitration unless another lead negotiator is appointed.

Section 14.4 – Emergency Powers

Presidential emergency authority is exercised only under Article XXXVI – Emergency Powers and Crisis Response. The President may propose emergency measures; activation and scope require Executive Board approval and the reporting and membership-ratification limits set out in Article XXXVI. This Section creates no separate or broader emergency power.**Section 14.5 – Reporting and Transparency**

The President shall publish a **Quarterly Executive Report**, which must include:

- Strategic goals and accomplishments;
 - Negotiation updates and advocacy priorities;
 - Internal union matters, including finances (in conjunction with the Treasurer);
 - Membership concerns and proposed initiatives.
-

ARTICLE XV – DUTIES OF THE VICE PRESIDENT

Section 15.1 – Deputy Executive Role

The Vice President shall serve as the **chief deputy officer** of SWAFAA and shall act in place of the President in any case of absence, incapacity, or vacancy.

Section 15.2 – Core Responsibilities

The Vice President shall:

- (a)** Coordinate and oversee the work of all union committees;
- (b)** Ensure alignment between committees and the union’s goals and mission;
- (c)** Assist the President with strategic planning, advocacy, and member outreach;
- (d)** Represent SWAFAA in negotiations, conferences, and media events when delegated;
- (e)** Serve as a liaison to external labor coalitions or partnerships.

Section 15.3 – Succession

In the event of a **vacancy in the Presidency**, the Vice President shall:

- Assume the role of Acting President immediately;
- Carry out the full duties of President until a special election is held (if required).

Section 15.4 – Reports and Communication

The Vice President shall report to the Executive Board and General Membership quarterly regarding:

- Committee performance;
 - Member engagement programs;
 - Internal operations under their supervision.
-

ARTICLE XVI – DUTIES OF THE SECRETARY

Section 16.1 – Record-Keeping and Documentation

The Secretary shall serve as the **official record keeper and administrative custodian** of the Association, charged with maintaining the union's historical continuity and ensuring transparency in governance.

Section 16.2 – Core Responsibilities

The Secretary shall be responsible for:

- (a)** Recording and preserving the **minutes of all meetings**, including General Membership, Executive Board, and Board of Directors meetings, ensuring that minutes are accurate, timely, and accessible to members;
- (b)** Certifying and archiving the results of **elections, constitutional amendments, and referenda**;
- (c)** Maintaining an updated roster of **membership status**, elected officials, committee appointments, and term expirations;
- (d)** Providing official **notices** of union meetings, deadlines, and organizational milestones;
- (e)** Safeguarding all foundational union documents, including the Constitution, Bylaws, ratification records, contracts, and legal correspondence.

Section 16.3 – Transparency and Access

The Secretary shall:

- Maintain a digital and physical archive of all union records;
- Ensure members have timely access to official documents upon request;
- Coordinate with the Webmaster and Communications Officer (if any) to publish key information online.

Section 16.4 – Succession and Transition

The Secretary must prepare and maintain a **comprehensive transition binder** containing institutional knowledge, logins, templates, and procedures, which must be turned over to the incoming Secretary within fifteen (15) days of term conclusion.

ARTICLE XVII – DUTIES OF THE TREASURER

Section 17.1 – Chief Financial Officer

The Treasurer shall serve as the **chief financial officer** of SWAFAA and be responsible for the **fiscal integrity, security, and transparency** of the union's finances.

Section 17.2 – Core Financial Duties

The Treasurer shall:

- (a) Collect, deposit, and disburse all funds in accordance with union policy, with dual-signature verification on major expenditures;**
- (b) Maintain detailed and up-to-date financial ledgers, bank records, and payment documentation;**
- (c) Prepare and distribute quarterly financial reports to the Board of Directors and membership, highlighting revenues, expenses, reserves, and forecasts;**
- (d) Present the annual budget proposal no later than January 15 of each year and manage the process through adoption by February 15;**
- (e) Coordinate with external certified public accountants (CPAs) to conduct annual independent audits;**
- (f) Track and monitor dues collection, handle waivers for financial hardship (as per Article VII), and issue delinquency notices when necessary.**

Section 17.3 – Compliance and Legal Reporting

The Treasurer shall ensure:

- Compliance with all IRS, Department of Labor, and state-level nonprofit or labor finance reporting requirements;
- Filing of annual tax returns and disclosures (e.g., IRS Form 990 or equivalent);
- Prompt resolution of any financial discrepancies, errors, or security breaches.

Section 17.4 – Member Access and Financial Literacy

The Treasurer shall:

- Honor all member requests to inspect financial records within thirty (30) days;
 - Provide an annual **financial overview presentation** to the membership;
 - Work with the Education Committee to develop **financial literacy tools** for members regarding dues usage, contract funding, and union economics.
-

ARTICLE XVIII – BOARD OF DIRECTORS DUTIES

Section 18.1 – Role and Composition

The **Board of Directors** shall serve as the **primary legislative and fiduciary authority** of the union, composed of:

- The **Executive Board** (President, Vice President, Secretary, Treasurer);
- One **Base Representative** from each of the twelve (12) designated crew bases.

Section 18.2 – Core Responsibilities

The Board of Directors shall:

- (a) **Approve the union’s annual budget, major contracts, strategic policies, and organizational priorities;**
- (b) **Establish, review, and amend internal union policies, subject to constitutional limits;**
- (c) **Provide oversight, accountability, and performance evaluations for all officers and committee chairs;**
- (d) **Serve as the decision-making body in matters involving officer conduct, after investigation by the Disciplinary Committee where applicable;**
- (e) **Approve or dissolve standing and ad hoc committees based on organizational needs;**
- (f) **Review audit findings and oversee corrective financial actions.**

Section 18.3 – Meeting Frequency and Quorum

The Board of Directors shall meet at least quarterly, with additional meetings as necessary.

A majority of all seated voting members of the Board of Directors shall constitute a quorum for voting.

Board of Directors meetings may be conducted virtually or in-person, with all votes recorded in the official minutes.

Section 18.4 – Member Oversight

The Board of Directors is accountable to the General Membership and must:

- Publish summaries of all major decisions;
 - Facilitate open forums or Q&A sessions at least twice annually;
 - Maintain an open-door policy for input, grievances, or concerns from members.
-

ARTICLE XIX – COMMITTEES

Section 19.1 – Purpose and Authority

Committees shall be established to **carry out the operational, strategic, and specialized functions** of SWAFAA, enabling focused expertise and efficient governance.

Section 19.2 – Types of Committees

(a) Standing Committees – Permanent bodies tasked with ongoing functions (e.g., Finance, Grievance, Communications, Legislative Affairs, Safety & Scheduling).

(b) Ad Hoc Committees – Temporary bodies formed to address specific projects, initiatives, or investigations.

Section 19.3 – Appointment and Structure

- Committee chairs shall be **appointed by the President** and approved by the Board of Directors.
- Members shall be selected by the chair and confirmed by the Executive Board, with notice to the Board of Directors.
- Committees may include non-officer union members in good standing.

Section 19.4 – Responsibilities of Committees

Each committee shall:

- Operate under a written charter or mandate outlining duties, timelines, and reporting expectations;
- Meet regularly and maintain internal minutes;
- Submit quarterly progress reports to the Executive Board and Board of Directors;
- Remain open to member feedback, questions, or input.

Section 19.5 – Accountability

- The President, Vice President, and Board of Directors retain oversight authority and may:
 - Audit committee activities;
 - Request resignations or reassignments for non-performance or misconduct;
 - Dissolve or restructure committees with Board of Directors approval.
-

ARTICLE XX – MEMBERSHIP MEETINGS

Section 20.1 – General Membership Meetings

SWAFAA shall hold no fewer than **two (2) General Membership Meetings** each calendar year. These meetings shall:

- Be open to all members in good standing;
- Include reports from officers, financial updates, and Q&A sessions;
- Allow time for member motions, resolutions, and proposals.

Section 20.2 – Format and Accessibility

Meetings may be held **in person, virtually, or in hybrid format** to ensure equitable access across all bases.

Reasonable notice (no less than **fourteen (14) days**) must be provided via multiple union communication channels.

Section 20.3 – Special Meetings

Special meetings may be called:

- By a **majority vote** of the Board of Directors; or
- Upon submission of a petition signed by **ten percent (10%)** of members in good standing.

Such meetings shall be convened within **thirty (30) days** of a valid request, with a published agenda and procedural guidance.

Section 20.4 – Minutes and Archiving

The Secretary shall record all official meetings. Finalized minutes must:

- Be distributed to all members within **ten (10) business days** of approval;
 - Be archived permanently for future access and historical record.
-

ARTICLE XXI – REFERENDA AND MEMBERSHIP VOTING

Section 21.1 – Member-Driven Governance

All major union decisions, policy shifts, and structural amendments must ultimately rest with the **General Membership** through fair and secure voting procedures. SWAFAA is committed to a democratic process that empowers members to make binding decisions.

Section 21.2 – Triggers for Referenda

A referendum vote shall be triggered when:

- (a)** The Board of Directors votes by simple majority to submit a matter for member decision;
- (b)** A valid petition is submitted containing signatures from at least **fifteen percent (15%)** of members in good standing;
- (c)** The Constitution explicitly requires a membership-wide vote for a particular matter (e.g., amendments, contract ratification, dues changes, or affiliations).

Section 21.3 – Eligible Matters for Referendum

Matters subject to referendum include, but are not limited to:

- Amendments to the Constitution or Bylaws
- Contract ratification
- Affiliation or merger with another union
- Presidential override
- Dues or assessment increases
- Strike authorization
- Major restructuring of the union's governance or membership scope

Section 21.4 – Voting Requirements

All referenda must:

- Be conducted via **secure, secret ballot** administered by an **independent third-party election firm**;
- Remain open for a minimum of **ten (10) calendar days**;
- Be accompanied by full and unbiased disclosure of all relevant facts and arguments **both for and against** the proposal;
- Be accessible through multiple platforms to ensure base-wide participation.

Section 21.5 – Voting Thresholds

Unless otherwise stated in this Constitution, all referenda shall be decided by a **simple majority of valid votes cast**.

Certain actions require higher thresholds:

- Affiliation/Merger: **Two-thirds (2/3)**
- Presidential Override: **Two-thirds (2/3)**
- Strike Authorization: **Seventy-five percent (75%)**

Section 21.6 – Voting Rights

Only members in good standing may vote. Members who are suspended, delinquent in dues, or under disciplinary restriction may not participate in referenda until reinstated.

ARTICLE XXII – GRIEVANCE AND REPRESENTATION PROCESS

Section 22.1 – Right to Union Representation

Each member shall have the protected right to union representation in all matters involving their employment, including:

- Investigatory interviews;
- Disciplinary hearings;
- Contract enforcement disputes;
- Harassment or hostile work environment complaints.

This representation shall be professional, timely, and centered on **member welfare and dignity**.

Section 22.2 – Filing a Grievance

A grievance may be filed when:

- The member's rights under the collective bargaining agreement (CBA) are violated;
- Company policy is applied inconsistently or unjustly;
- A member suffers retaliation, discrimination, or procedural denial.

To initiate:

- Submit a **written grievance** form through union channels within the time limit prescribed by the CBA;
- Attach relevant documentation and a clear statement of requested remedy;
- The Grievance Committee shall review, assign, and pursue the case through appropriate resolution channels.

Section 22.3 – Levels of Representation

Grievances shall be escalated in the following stages:

1. **Informal resolution attempt** with management
2. **Formal grievance filing** under the CBA timeline
3. Company response and appeal
4. **Mediation or arbitration**, if contractually allowed
5. **Legal referral**, if all internal processes fail or systemic violations are present

Section 22.4 – Member Rights in the Process

Every member engaged in the grievance process shall have the right to:

- Union representation at every step
- Full access to evidence presented
- Receive timely status updates
- Choose their representative from within a qualified union pool
- Submit rebuttals and supplemental evidence

Section 22.5 – Denial of Representation

SWAFAA reserves the right to decline representation in cases that are:

- Frivolous or abusive;
- Clearly outside the scope of the union contract;
- Involve a direct conflict of interest with another member or the union.

All such denials must be:

- Issued in **writing**;
 - Include a clear reason;
 - Subject to **review by the Board of Directors** upon member request.
-

ARTICLE XXIII – DISCIPLINE AND DUE PROCESS

Section 23.1 – Code of Conduct Enforcement

To preserve integrity, SWAFAA shall maintain and enforce a Code of Conduct applicable to:

- All elected officers;
- Appointed representatives and committee members;
- General members during union business or representation matters.

Section 23.2 – Grounds for Disciplinary Action

Discipline may be imposed for:

- Breach of fiduciary duty or Constitutional violations
- Embezzlement or fraud involving union funds
- Abuse of authority or harassment
- Retaliation against whistleblowers
- Disruptive or violent conduct at union events
- Repeated failure to perform assigned union duties

Section 23.3 – Types of Disciplinary Actions

Depending on the severity and context, the following actions may be taken:

- Written warning

- Formal censure
- Suspension of membership rights
- Removal from office or committee
- Expulsion from the union (in the most extreme cases)

Section 23.4 – Due Process Protections

All accused individuals shall be afforded:

- (a)** Written notice of charges and evidence
- (b)** At least **fourteen (14) days'** advance notice of any hearing
- (c)** The right to present a defense, call witnesses, and submit documents
- (d)** The right to be represented by another union member or advisor
- (e)** A written decision and justification after the hearing

Disciplinary hearings shall be conducted by the **Board of Directors** or a designated **Disciplinary Committee**. A **two-thirds (2/3) vote** shall be required for any penalty more severe than a written warning.

Section 23.5 – Appeals

Members or officers subject to discipline may file an appeal to the **Independent Appeals Panel** within **ten (10) days**. A final ruling must be issued within **thirty (30) days**, and shall be binding.

ARTICLE XXIV – AMENDMENTS TO THE CONSTITUTION

Section 24.1 – Proposal of Amendments

Amendments to this Constitution may be initiated by:

- (a)** A **two-thirds (2/3) majority vote** of the Board of Directors;
- (b)** A petition signed by at least **twenty percent (20%)** of members in good standing.

Section 24.2 – Notice and Transparency

Before a vote on any proposed amendment:

- The full text of the proposed change(s) must be **distributed to all members**;
- Members shall be provided at least **thirty (30) days** to review and comment;

- Forums, town halls, or Q&A sessions shall be made available for education and discussion.

Section 24.3 – Voting and Ratification

- All constitutional amendments require:
- A membership-wide referendum, conducted by secure secret ballot;
- A simple majority of votes cast for ratification (unless a higher threshold is specified).
- The result shall take effect immediately unless otherwise stated.

Section 24.4 – Protected Provisions

- No amendment — whether proposed by the Board of Directors, petition, emergency process, or otherwise — may modify, diminish, suspend, or eliminate the Guardian of the Constitution role or the powers and access granted to the Guardian under Article III. Any purported amendment to that effect is void.

Section 24.5 – Emergency Amendments

- In urgent situations, the Executive Board may enact temporary emergency amendments by unanimous vote, but such changes:
- Must be ratified by the membership within ninety (90) days;
- Shall expire automatically if not ratified;
- May not touch the Guardian provisions protected by Section 24.4 or Article III.

ARTICLE XXV – CONTRACT RATIFICATION

Section 25.1 – Member Authority

No collective bargaining agreement or tentative agreement (TA) shall be binding unless **ratified by the membership** through a secure, secret ballot vote.

Section 25.2 – Ratification Procedure

Before a ratification vote is held:

(a) A full, itemized summary of all proposed changes must be provided to the membership at least **ten (10) calendar days** prior to the voting window;

- (b) Educational briefings and Q&A sessions must be offered online and at major bases;
- (c) Neutral fact sheets shall be distributed to ensure informed decision-making.

Voting shall remain open for a minimum of **ten (10) days**.

Section 25.3 – Voting and Outcome

The contract shall be considered ratified if a **majority of valid ballots cast** are in favor of adoption.

The results shall be:

- Certified by the independent election administrator;
- Published to all members within **seven (7) days**;
- Used to finalize the agreement with the employer.

Section 25.4 – Rejection of Agreement

If a tentative agreement is rejected by the membership:

- A new round of negotiations shall be initiated promptly;
- The employer shall be notified of the result within **forty-eight (48) hours**;
- Member priorities and concerns from the vote shall be incorporated into the revised negotiation platform.

ARTICLE XXVI – STRIKE AUTHORIZATION AND WORK STOPPAGES

Section 26.1 – Member-Only Authority

No strike, picketing, slow-down, work stoppage, or labor action of any kind shall be authorized or initiated unless approved by the **General Membership**, and in full compliance with applicable **federal labor laws** under the Railway Labor Act (RLA) or its successor statutes.

Section 26.2 – Conditions for Strike Authorization

A strike may only be considered when:

- The National Mediation Board (NMB) has declared a lawful release from mediation;
- All statutory cooling-off periods have been satisfied;
- All bargaining obligations have been exhausted in good faith;

- The proposed action is explicitly supported by a supermajority of members.

Section 26.3 – Voting Threshold

To authorize a strike or work stoppage:

- A **strike referendum** must be conducted by secret ballot and managed by an independent third-party election firm;
- At least **seventy-five percent (75%) of votes cast** must be in favor of the action for it to proceed.

Section 26.4 – Information Disclosure

Before any strike vote, members shall receive:

- A full disclosure of bargaining history and impasse status;
- A detailed overview of economic risks, legal implications, and strike benefits;
- A calendar of preparatory steps, contingency plans, and roles for participation.

Section 26.5 – Unauthorized Actions

Any strike, picketing, or work action **not authorized** through official vote and procedure:

- Shall be deemed unauthorized;
 - May result in union disciplinary action;
 - Shall be publicly disavowed by the union to preserve legal protections.
-

ARTICLE XXVII – UNION PROPERTY AND RECORDS

Section 27.1 – Ownership of Assets

All **property, equipment, documents, intellectual property, funds, and digital platforms** acquired or developed by the union are the exclusive property of SWAFAA and held in trust for the collective benefit of the membership.

This includes but is not limited to:

- Bank accounts and financial reserves
- Office supplies and technology

- Logos, websites, educational materials, branding, and media content
- Internal databases, files, contracts, and legal archives

Section 27.2 – Return of Property

Any officer, employee, or contractor who separates from their role must return all union property within **ten (10) calendar days**, including:

- Laptops, mobile devices, or documents
- Credentials or badges
- Passwords and login credentials
- Any other proprietary assets

Failure to comply may result in legal action and/or loss of good standing.

Section 27.3 – Record Security and Confidentiality

The union shall maintain centralized and secure storage of:

- Member information
- Financial ledgers
- Meeting minutes
- Contracts and arbitration rulings

Access must be restricted to authorized personnel. Breaches of record security shall be immediately investigated and remedied.

ARTICLE XXVIII – PROHIBITED CONDUCT AND CONFLICTS OF INTEREST

Section 28.1 – Prohibited Conduct by Officers and Representatives

No officer, representative, or employee of SWAFAA shall:

- (a) Use union resources, influence, or information for personal, political, or financial gain;**
- (b) Accept gifts, payments, or favors from any employer, vendor, or entity doing business with the union;**
- (c) Engage in any dual role that poses a conflict between union responsibilities and private interests;**

- (d) Endorse or campaign for employer policies that undermine union bargaining positions without approval from the Board of Directors;
- (e) Utilize their union position to retaliate, intimidate, or interfere with other members or internal elections.

Section 28.2 – Duty to Disclose Conflicts

Any officer or committee member who has a real or perceived conflict of interest in any union matter shall:

- Immediately disclose the conflict to the Board of Directors;
- Recuse themselves from related votes, deliberations, or financial approvals.

Failure to disclose may result in disciplinary action or removal.

Section 28.3 – Investigation of Violations

Alleged violations of this Article shall be referred to the **Disciplinary Committee**, which shall:

- Initiate a confidential investigation;
 - Allow the accused to respond;
 - Issue findings and recommendations to the Board of Directors.
-

ARTICLE XXIX – ETHICAL STANDARDS

Section 29.1 – Union-Wide Integrity

SWAFAA shall uphold and promote the **highest standards of honesty, transparency, and ethical leadership** in all its dealings — internal and external.

Ethical obligations apply to:

- Officers
- Committee members
- Staff and contractors
- General membership when representing the union

Section 29.2 – Annual Ethics Affirmation

All elected and appointed union officers shall annually sign an **Ethics Affirmation Statement**, pledging:

- Honesty in financial, legal, and organizational matters
- Accountability to the membership
- Proper use of union time and resources
- Refusal to engage in nepotism, favoritism, or retaliatory behavior

These statements shall be archived by the Secretary and made available to the membership upon request.

Section 29.3 – Whistleblower Protections

Any member or officer who, in good faith, reports a violation of union ethics or misconduct shall be protected from retaliation under Article XLII.

False accusations made maliciously shall be subject to discipline.

Section 29.4 – Enforcement

The Ethics and Compliance Committee shall:

- Monitor adherence to this Article;
- Provide confidential reporting channels;
- Recommend sanctions for ethical breaches to the Board of Directors.

ARTICLE XXX – LEGAL COMPLIANCE AND INTERPRETATION

Section 30.1 – Supremacy of Law

This Constitution shall be interpreted and enforced in a manner consistent with all applicable **local, state, and federal laws**, including but not limited to:

- The Railway Labor Act (RLA)
- The Labor-Management Reporting and Disclosure Act (LMRDA)
- IRS guidelines for nonprofit labor organizations
- Applicable employment and civil rights statutes

Section 30.2 – Interpretation of Ambiguity

Where ambiguous language exists:

- The **original intent** of the membership and constitutional drafters shall guide interpretation;
- The **Board of Directors**, in consultation with legal counsel, may issue formal interpretations for clarity;
- Such interpretations must be made available to the full membership.

Section 30.3 – Severability Clause

If any provision of this Constitution is found to be unlawful, invalid, or unenforceable by a court of law or federal agency, such ruling:

- Shall not affect the remaining provisions;
 - The invalid provision shall be amended or replaced in a manner consistent with the original intent and subject to member ratification.
-

ARTICLE XXXI – TRANSPARENCY AND ACCESS TO INFORMATION

Section 31.1 – Open Governance Principle

SWAFAA shall operate with the **highest standards of transparency and openness**. All members in good standing shall have the right to access non-confidential records, decisions, policies, and financial data relevant to the governance and operations of the union.

Section 31.2 – Member Access to Information

Upon written request, any member in good standing shall be granted access to:

- Budgets and financial statements
- Contracts and collective bargaining agreements
- Minutes of Board and membership meetings
- Election results and referenda outcomes
- Union bylaws, policies, and procedures
- Audit reports and compliance filings

Such requests shall be fulfilled within **thirty (30) days**, unless extenuating circumstances apply. Reasonable protections may be used to prevent unauthorized distribution of sensitive or proprietary information.

Section 31.3 – Online Archive

SWAFAA shall maintain a **secure digital archive**, accessible via password-protected platforms, to host:

- Meeting minutes
- Financial reports
- Contracts and member handbooks
- Educational materials
- Constitution and all amendments

Section 31.4 – Transparency Oversight

The Board shall appoint a **Transparency and Governance Officer** or designate an existing officer to monitor:

- Timely disclosures;
- Member accessibility;
- Resolution of information requests.

Quarterly reports shall be presented to the Board of Directors and made available to members.

ARTICLE XXXII – DIGITAL PLATFORMS AND MEMBER COMMUNICATION

Section 32.1 – Secure Digital Infrastructure

SWAFAA shall develop, maintain, and operate secure, modern digital platforms for:

- Voting and referenda
- Dues payment processing
- Contract and grievance updates
- Member engagement, surveys, and educational outreach
- Official announcements and alerts

These platforms must comply with all **privacy protection laws** and use strong data encryption standards.

Section 32.2 – Ownership and Control

All digital accounts, domains, apps, social media handles, websites, mailing lists, and member databases shall be:

- Owned by SWAFAA
- Centrally administered under the authority of the Executive Board
- Protected from unauthorized administrative access or control transfers

No officer, member, or contractor may claim personal control or ownership over any union platform.

Section 32.3 – Communication Protocols

Official communications shall:

- Originate only from authorized union addresses or verified accounts;
- Be recorded and archived for legal and historical purposes;
- Include member-wide updates at least once per quarter.

Informal communication tools (e.g., group chats, forums) may be monitored for decorum but shall not substitute for official channels.

Section 32.4 – Member Privacy

All member communications and data collected by SWAFAA shall be protected under internal privacy policies. No data shall be sold, transferred, or exposed to third parties without consent, except as required by law.

ARTICLE XXXIII – OFFICER TRAINING AND TRANSITION

Section 33.1 – Training Program for New Officers

Upon election, all incoming officers shall complete a structured **Officer Orientation and Training Program**, which includes:

- Overview of SWAFAA's mission, Constitution, and strategic plan

- Roles, responsibilities, and reporting requirements
- Legal obligations and fiduciary duties
- Introduction to internal tools, systems, and databases
- Budget basics and financial ethics

The program shall be coordinated by the President, Vice President, and any designated training officers.

Section 33.2 – Knowledge Transfer and Documentation

Outgoing officers must:

- Prepare a complete **Transition Dossier**, including institutional knowledge, best practices, and pending tasks;
- Transfer all digital access credentials, archives, and contacts;
- Conduct at least one **in-person or virtual briefing** with their successor;
- Complete this process within **fifteen (15) days** of term conclusion.

Failure to cooperate with an orderly transition may result in suspension of good standing or formal complaint.

Section 33.3 – Ongoing Professional Development

SWAFAA shall offer or subsidize continuing education for officers, including:

- Labor law seminars
- Leadership development workshops
- Technology or policy-specific certifications
- Legislative and political advocacy training

Officers are expected to remain current on developments that affect union operations or member rights.

ARTICLE XXXIV – MEMBER EDUCATION AND OUTREACH

Section 34.1 – Member Empowerment Commitment

SWAFAA shall actively foster a culture of **education, transparency, and civic participation** by offering accessible resources to all members throughout their union journey.

Education shall not be limited to seniority or officer status — every member shall be equipped to engage, speak, vote, organize, and lead.

Section 34.2 – New Hire Orientation

SWAFAA shall work with the employer to ensure that all new Flight Attendants:

- Receive union-led **informational sessions** during company onboarding;
- Are introduced to their Base Representative, union benefits, and contract basics;
- Receive digital and printed materials outlining their rights and responsibilities.

Section 34.3 – Union Education Offerings

The union shall develop:

- On-demand video training and interactive guides
- Quarterly webinars on evolving contract topics
- Annual Union Education Days or Town Halls at each base
- A searchable online **Member Resource Library**

These tools shall cover grievance filing, trip trading, scheduling rules, safety reporting, member rights, and more.

Section 34.4 – Outreach Initiatives

Outreach strategies shall include:

- Surveys and member feedback forms
- Base visits and rotating outreach teams
- Voluntary mentorship and peer engagement programs
- Cross-generational leadership development to unite new and veteran Flight Attendants

ARTICLE XXXV – BASE REPRESENTATION AND REGIONAL EQUITY

Section 35.1 – Regional Structure

Each designated crew base shall elect **one Base Representative** who:

- Is permanently assigned to and actively flying from that base, consistent with Section 10.2;
- Serves as the primary liaison between local members and union leadership;
- Participates on the Board of Directors with full voting rights.

The twelve designated bases include:

ATL, BWI, MDW, DAL, DEN, HOU, LAS, LAX, BNA, OAK, MCO, PHX

Section 35.2 – Duties of Base Representatives

Each Base Representative shall:

- Hold regular office hours or virtual sessions for member access
- Coordinate with committees to resolve base-specific concerns
- Distribute communications, surveys, and notices relevant to their base
- Attend all Board of Directors meetings and provide base updates

Failure to attend more than two (2) Board meetings annually without cause may result in disciplinary review.

Section 35.3 – Regional Equity Measures

To ensure equal support and resources across all bases, SWAFAA shall:

- Rotate in-person events, meetings, and trainings among various bases;
- Allocate communication and education materials equitably;
- Maintain a **Regional Equity Index** to assess fairness in scheduling, trip allocation, and union services.

Base-specific reports shall be made available quarterly and include grievance stats, participation metrics, and concerns raised.

Section 35.4 – Base Committees

Base Representatives may form **Base Committees** or task groups to assist in:

- Local mobilization
- Event planning

- Case tracking
- New hire outreach

Such committees must operate under union policy and report to the Base Representative and Vice President.

ARTICLE XXXVI – EMERGENCY POWERS AND CRISIS RESPONSE

Section 36.1 – Situations of Emergency

This Article is the sole source of emergency authority for SWAFAA. Section 14.4 does not create a separate track. The Executive Board may invoke emergency powers only in situations where the safety, viability, or continuity of the union is immediately threatened by:

- Natural disasters (e.g., hurricanes, wildfires, pandemics);
- Employer shutdowns or mass furloughs;
- Legal injunctions, labor board actions, or asset freezes;
- Acts of terrorism or political violence affecting union members or leadership;
- Systemic cyberattacks or data breaches affecting union operations.

Section 36.2 – Scope of Emergency Powers

When activated, emergency powers shall authorize the Executive Board to:

- Temporarily suspend normal operational procedures;
- Reallocate funds to crisis-related functions;
- Reschedule or reformat elections or meetings;
- Modify communication protocols for urgent outreach;
- Establish interim leadership if key officers become incapacitated.

Section 36.3 – Limits and Oversight

All emergency powers must:

- Be **approved by a majority vote** of the Executive Board;
- Be reported to the full Board of Directors within **seven (7) calendar days**;

- Be ratified by the General Membership within **sixty (60) days** if the crisis affects constitutional rights, elections, or financial integrity.

Abuse of emergency powers is grounds for immediate disciplinary review.

Section 36.4 – Transparency During Crisis

A **Crisis Status Update Report** must be published weekly during any declared emergency, covering:

- Actions taken;
 - Impact on members and operations;
 - Projected duration and exit plan;
 - Opportunities for member feedback and contact points.
-

ARTICLE XXXVII – SUCCESSORSHIP AND CONTINUITY

Section 37.1 – Continuity Commitment

SWAFAA shall prioritize the development of **robust succession and continuity strategies** to ensure that leadership transitions, emergencies, or sudden officer departures do not disrupt union operations or member services.

Section 37.2 – Officer Deputies and Backups

Each officer shall:

- Designate a Deputy Officer or Assistant from among eligible Board of Directors members or committee chairs;
- Train their deputy on essential duties, passwords, contacts, and workflows;
- Update their **Continuity Folder** quarterly, containing:
 - Active projects and timelines
 - Procedural documentation
 - Contact lists
 - Budget or committee oversight records

Section 37.3 – Digital Asset and Archive Management

SWAFAA shall maintain:

- A **cloud-based secure document system**, accessible by the Executive Board;
- An **Institutional Archive** preserving meeting records, contracts, grievances, and rulings for at least **ten (10) years**;
- Backup systems and access recovery tools to prevent data loss or leadership lockouts.

All officer credentials must be stored in an encrypted system with dual-authentication controls.

ARTICLE XXXVIII – CONTRACT IMPLEMENTATION AND ENFORCEMENT

Section 38.1 – Binding Contractual Power

Once ratified by the membership, the collective bargaining agreement (CBA) becomes a binding legal document enforceable by the union on behalf of all members. SWAFAA shall rigorously protect and uphold its provisions without compromise.

Section 38.2 – Contract Enforcement Committee

A Contract Enforcement Committee (CEC) shall be established and chaired by an appointee of the President, with Board of Directors approval. This committee shall:

- Monitor employer compliance with contract terms;
- Track and respond to member-reported violations;
- Maintain a contract violation log;
- Publish quarterly enforcement summaries to the membership.

Section 38.3 – Violations and Remedies

When the employer violates the CBA:

- The union shall pursue immediate corrective action, beginning with grievance escalation;
- If necessary, the matter may proceed to mediation, arbitration, or legal action as per the contract terms and applicable labor law;
- Any systemic violation (e.g., widespread misapplication of scheduling, discipline, or pay) must trigger a **membership alert** and Board review within ten (10) days.

Section 38.4 – Member Involvement

Members shall be educated and empowered to identify and report contract violations. The union shall provide:

- A plain-language contract guide;
 - Grievance filing templates and training videos;
 - Monthly “Know Your Contract” sessions, especially after new agreement ratification.
-

ARTICLE XXXIX – LEGAL REPRESENTATION AND OUTSIDE COUNSEL

Section 39.1 – Legal Protection and Advocacy

SWAFAA shall retain competent **legal counsel** to:

- Advise the union on labor law compliance, CBA enforcement, and dispute resolution;
- Represent the union in arbitration, litigation, or hearings;
- Defend union members and officers in legal matters arising directly from union-related duties.

Section 39.2 – Scope of Representation

Legal services shall be provided for:

- Contract interpretation and grievances
- Disciplinary representation (when employer behavior crosses into legal territory)
- Defense against employer retaliation
- Constitutional disputes and appeals

Members facing non-union-related legal matters may be referred to outside resources but are not entitled to representation at union expense.

Section 39.3 – Legal Counsel Independence and Review

Legal counsel must:

- Be selected through a transparent vetting process
- Have no financial conflict of interest with the employer
- Sign a confidentiality agreement with the union

- Undergo annual review by the Board of Directors for effectiveness and cost

Section 39.4 – Member-Initiated Legal Requests

Members seeking legal representation through the union must:

- Submit a formal written request;
 - Undergo case screening by the President, legal counsel, and Executive Board;
 - Be notified of the decision in writing within **fifteen (15) days**.
-

ARTICLE XL – LEGISLATIVE ADVOCACY AND EXTERNAL RELATIONS

Section 40.1 – Union Advocacy Role

SWAFAA may engage in **legislative and regulatory advocacy** at the local, state, and federal levels to support:

- Aviation worker protections
- Flight attendant health and safety
- Labor rights and collective bargaining
- Whistleblower protections
- Anti-discrimination laws
- Retirement and healthcare benefits

Section 40.2 – Political Donations and PAC Prohibition

SWAFAA shall not form, fund, endorse, contribute to, or affiliate with any political action committee (PAC), political party, candidate, or partisan lobbying organization.

No union dues, fees, assets, or other union resources shall be used—directly or indirectly—for political campaign purposes, including but not limited to advertising, events, endorsements, or third-party contributions.

SWAFAA's advocacy shall remain strictly nonpartisan, focused solely on issues that directly impact the rights, safety, working conditions, and professional interests of Southwest Airlines Flight Attendants. All legislative efforts must reflect member consensus, remain transparent, and never compromise the union's financial integrity or independence.

Any attempt to bypass or undermine this prohibition shall be considered a serious constitutional violation and grounds for disciplinary review under Article XXIII.

Section 40.3 – Public Relations and External Messaging

Only the President or a formally designated spokesperson—authorized in writing by the Executive Board—may issue official communications or public commentary on behalf of SWAFAA. This includes, but is not limited to:

- Public statements, declarations, or opinions issued in the name of the union
- Press releases distributed to media outlets, industry organizations, or the public
- Interviews or speaking engagements representing SWAFAA
- Official responses to employer communications, disputes, or policy statements
- Statements made in response to legal, political, or regulatory developments affecting the union or its members

All public messaging must be fact-based, respectful, and in alignment with SWAFAA's constitutional values, mission, and adopted policies. The goal of any external communication shall be to protect member interests, preserve union credibility, and ensure a unified voice on matters of public concern.

Unauthorized statements—whether by officers, members, or contractors—that purport to represent SWAFAA without prior approval may result in disciplinary action under Article XXIII, particularly if such statements cause reputational harm, legal risk, or member confusion.

To maintain professionalism and transparency:

- The Executive Board shall keep a log of all major public statements issued;
- Public messaging drafts may be reviewed for legal or strategic consistency;
- Media training shall be made available to designated spokespersons as needed.

No officer or member may claim to speak on behalf of the union unless explicitly authorized. All inquiries from media, government officials, or the employer must be referred directly to the President or designated spokesperson for coordinated response.

Section 40.4 – Coalitions and Alliances

SWAFAA may form temporary or long-term coalitions, partnerships, or strategic alliances with external organizations whose missions align with the core values, priorities, and constitutional principles of the union. Such partnerships may include, but are not limited to:

- Other independent or national labor unions and flight attendant associations;
- Aviation safety, health, and regulatory organizations;
- Public interest or civil rights advocacy groups working on labor-related or airline-specific

issues;

- Legal and policy institutions focused on workplace protections, transportation legislation, or labor law reform.

These alliances must directly support the union's objectives—such as improving working conditions, protecting member rights, advocating for safety reforms, or advancing contract enforcement—and shall not be pursued for political or unrelated purposes.

Approval Process:

All proposed alliances must be reviewed and approved by a majority vote of the Board of Directors prior to execution. The proposal must include:

- A detailed statement of shared objectives and mutual benefits;
- An assessment of any legal, reputational, or financial implications;
- A summary of any obligations, costs, shared responsibilities, or contributions required by SWAFAA;
- Clear provisions for withdrawal, dissolution, or termination of the alliance without penalty.

Transparency and Accountability:

Each approved alliance must be fully disclosed to the General Membership through official union communication channels within thirty (30) days of approval. Disclosures must include:

- The name and nature of the external organization;
- The intended purpose and scope of the alliance;
- Any funding, resource sharing, or joint advocacy activities involved.

Oversight and Compliance:

The Executive Board shall monitor the alliance to ensure compliance with union goals and member expectations. SWAFAA reserves the right to terminate any alliance that:

- Conflicts with the union's nonpartisan status or neutrality provisions;
- Violates this Constitution or the union's financial safeguards;
- Creates reputational or legal risk for the organization or its members.

All alliances shall be subject to regular review and may not be renewed without updated Board of Directors approval.

ARTICLE XLI – HEALTH AND SAFETY ADVOCACY

Section 41.1 – Commitment to Member Wellbeing

SWAFAA shall prioritize the physical, mental, and emotional wellbeing of all Southwest Airlines Flight Attendants. The union affirms that no operational demand, cost-saving measure, or employer directive shall supersede the right of Flight Attendants to work in an environment that is healthy, safe, respectful, and supportive.

SWAFAA shall advocate for the establishment, enforcement, and continual improvement of health and safety standards across all work settings—including aircraft cabins, airports, layover accommodations, ground transportation, and crew facilities. The union will pursue preventative strategies and secure contractual rights that protect members from foreseeable risks, unsafe conditions, and systemic hazards.

No issue shall take precedence over the physical and psychological safety of our members. Every Flight Attendant has the right to speak up, report hazards, and receive support without fear of retaliation or dismissal.

Section 41.2 – Employer Obligations and Union Oversight of Safety Risks

Southwest Airlines shall be contractually obligated to provide and maintain a workplace that meets the highest recognized standards of occupational health and safety. The employer must take all reasonable, proactive, and legally compliant steps to eliminate, monitor, and resolve workplace hazards, whether acute or chronic in nature.

As a mandatory employer responsibility, the company shall:

- Maintain clean, breathable, and safe air quality in all aircraft cabins, with filtration, detection systems, and response protocols for smoke, fumes, and chemical exposure;
- Ensure crew fatigue prevention through scientifically supported duty-time limits, guaranteed rest periods, and fatigue risk management programs;
- Guarantee Flight Attendants regular and reasonable access to food, water, and restroom facilities while on duty;
- Conduct frequent and documented inspections of emergency equipment, including oxygen bottles, AEDs, smoke detectors, life vests, and medical kits;
- Prevent ergonomic injuries by maintaining galley equipment, cart handling procedures, and lifting accommodations compliant with OSHA and FAA standards;
- Provide a secure and violence-free environment for all employees, enforcing a zero-tolerance policy against harassment, assault, or threats from passengers, crew, or supervisors;
- Ensure safe, clean, and contractually approved hotel accommodations and transportation during layovers, with special provisions during irregular operations or unsafe weather conditions;

- Respond to contagious disease outbreaks and biohazard exposure with personal protective equipment (PPE), sick leave policies, and hazard pay where applicable.

SWAFAA shall actively monitor, audit, and enforce these employer obligations through collective bargaining language, independent safety reporting systems, and grievance enforcement. The union shall have standing authority to escalate unresolved safety violations to federal regulatory agencies, the media, or public forums when internal remedies fail or when member safety is at risk.

A centralized safety tracking database will be maintained by the union's Health and Safety Committee, allowing members to report concerns confidentially and receive timely updates. All employer non-compliance shall be addressed swiftly through union investigation and, if necessary, expedited arbitration procedures.

Section 41.3 – Health and Safety Committee

A permanent **Health and Safety Committee (HSC)** shall be established as a **core enforcement body of SWAFAA**, empowered to uphold and defend the physical and psychological wellbeing of all members. This Committee shall report directly to the Executive Board and operate with full institutional support and authority.

The HSC shall maintain formal working relationships and direct lines of communication with the following entities:

- Federal Aviation Administration (FAA) safety advisory boards and air carrier oversight branches
- Certified occupational health professionals, toxicologists, and public health consultants
- Southwest Airlines' Inflight Safety Department and internal safety review teams
- Union legal counsel for immediate escalation when employer negligence or retaliation occurs

The Health and Safety Committee shall be responsible for the following duties:

- **Conduct independent investigations** into member-reported incidents, injuries, illnesses, safety violations, and systemic risks
- **Receive, document, and track member safety complaints** in a secure, confidential database
- **Log all reported hazards and employer responses** with timestamps and resolution status for ongoing analysis
- **Issue internal reports** to the Executive Board and **quarterly public Safety Bulletins** for the General Membership
- **Draft contract proposals** related to health, safety, and working conditions, based on data and

regulatory trends

- **Hold regular meetings with employer safety teams** to demand accountability and real-time corrective action
- **Collaborate with other union committees**, including Scheduling and Grievance, to address overlapping concerns
- **Ensure protections for vulnerable populations**, including pregnant crew members, immunocompromised individuals, and those recovering from injury or trauma

The Health and Safety Committee shall serve as both a proactive and reactive force, with the authority to push for system-wide reform or immediate intervention. It shall be the responsibility of this committee to make health and safety visible, actionable, and non-negotiable at every level of union advocacy.

Section 41.4 – Union Authority and Enforcement

SWAFAA shall aggressively enforce all health and safety rights through every legal, contractual, and regulatory channel available. Where the company fails or refuses to act in good faith, **the union shall intervene swiftly and decisively** to protect its members.

SWAFAA shall:

- **File federal safety complaints** with the FAA, OSHA, NIOSH, or DOT on behalf of members when internal reporting procedures have been ignored, retaliated against, or improperly handled
- **Demand external safety inspections**, independent regulatory audits, or emergency review by government agencies when systemic risk is identified
- **Pursue legal remedies and arbitration** in all cases involving member injury, illness, negligence, or retaliation resulting from safety-related advocacy or whistleblowing
- **Publicly report employer safety failures** if warranted, through member alerts, media engagement, or legal filings—prioritizing transparency and justice

Members shall be fully protected under this Constitution and applicable federal law from any form of retaliation for:

- Reporting unsafe conditions or violations
- Refusing to work in hazardous environments
- Speaking out about health risks or management negligence
- Filing official complaints, testimonies, or union grievances
- Participating in investigations, surveys, or safety committee work

These protections are enforceable under both **Article XLII – Anti-Retaliation and Whistleblower Protection** and all applicable provisions of the **Railway Labor Act, OSHA, and FAA Whistleblower Protection Program**.

SWAFAA reaffirms that protecting our members is not only a responsibility—it is a mandate. Safety advocacy shall never be met with silence, fear, or retaliation. The union shall remain the final line of defense when all others fail.

ARTICLE XLII – ANTI-RETALIATION AND WHISTLEBLOWER PROTECTION

Section 42.1 – Retaliation Prohibited

No member or officer shall be retaliated against, disciplined, demoted, harassed, or ostracized for:

- Reporting misconduct, fraud, discrimination, harassment, or safety violations;
- Filing formal complaints or grievances in good faith;
- Dissenting or criticizing union leadership through protected union channels;
- Refusing to comply with an unlawful or unethical order.

Section 42.2 – Protected Channels of Reporting

Members may report concerns through any of the following:

- The **Whistleblower Reporting Portal** (digital and anonymous)
- Directly to the President, Secretary, or designated Compliance Officer
- The Health and Safety Committee
- External regulatory agencies when permitted or necessary

All internal reporting channels must remain:

- Confidential
- Accessible
- Free from intimidation

Section 42.3 – Rights of the Reporting Party

Whistleblowers shall have the right to:

- **Remain anonymous** whenever possible and practical
- Receive acknowledgment and case number for follow-up
- Be notified of outcomes and any actions taken
- Be offered representation if they are targeted in retaliation

Retaliators shall be subject to **disciplinary proceedings** under Article XXIII, up to and including expulsion from office or union membership.

ARTICLE XLIII – STRATEGIC PLANNING AND LONG-TERM VISION

Section 43.1 – Purpose of Strategic Planning

SWAFAA shall maintain and continuously refine a comprehensive rolling five-year Strategic Plan to serve as the union’s official roadmap for growth, stability, member engagement, and long-term power-building. This living document shall guide every major initiative — from contract negotiations to financial planning — and serve as the basis for proactive, rather than reactive, governance.

The plan must remain adaptable to evolving member priorities, economic conditions, and emerging trends in the aviation industry. Strategic planning shall be used to protect the union’s future, empower its leadership pipeline, and ensure that progress is not lost during transitions or crises. This plan shall reflect member-defined goals — not just leadership vision.

Section 43.2 – Strategic Planning Process

The Strategic Plan shall be developed, updated, and implemented through a transparent, collaborative, and data-informed process involving all levels of SWAFAA governance.

It shall be:

- Co-drafted by the Executive Board and a dedicated Strategic Planning Committee, which may include Base Representatives, appointed advisors, and general members;
- Updated annually, with written input collected from all standing committees, ad hoc task forces, and Base Representatives;
- Vetted through structured membership engagement, including surveys, feedback forums, digital town halls, and open comment periods;

- Formally adopted by a majority vote of the Board of Directors, following a full review of all proposed revisions, benchmarks, and forecasts.

Strategic planning shall not be symbolic — it shall be binding, measurable, and accountable. Every officer, committee, and representative is expected to align their work with the goals and timelines identified in the plan.

Section 43.3 – Required Elements

The Strategic Plan shall include, at minimum, the following essential components:

- Long-term bargaining goals focused on advancing pay, benefits, scheduling, protections, and work rules
- Membership outreach and education benchmarks, including new hire orientation, ongoing training, and leadership development initiatives
- Budget forecasts and fundraising goals, with an emphasis on financial resilience, emergency reserves, and long-term solvency
- Legislative and regulatory priorities, aligned with the union’s values and supported by data-driven policy analysis
- Membership growth and retention strategies, including targeted base engagement, mentorship programs, and digital onboarding tools
- Technology modernization plans, including platform upgrades, cybersecurity infrastructure, and member accessibility tools

All goals must include measurable milestones, projected timelines, assigned responsibility, and risk assessments. Strategic goals must be published in plain language for full member comprehension and input.

Section 43.4 – Reporting and Accountability

To ensure full transparency, the Board of Directors shall publish a Quarterly Strategic Progress Report no later than 30 days after the close of each quarter.

The report shall detail:

- Completed milestones, including summaries of key achievements and initiatives launched;
- Delays, challenges, or obstacles encountered, with action plans for correction or recalibration;
- Timeline updates, including revised projections or the addition of new objectives;
- Open opportunities for member participation, leadership development, or strategic input.

These reports shall be distributed through official union communication channels and archived in the union's digital member portal for public review.

Members shall retain the right to propose revisions, new objectives, or challenge strategic priorities through petitions, direct feedback, or resolutions at General Membership Meetings. SWAFAA's strategic vision shall remain accountable to those it was created to serve — the members.

ARTICLE XLIV – EFFECTIVE DATE AND SUPERSESSION

Section 44.1 – Effective Date

This Constitution shall become the official and supreme governing authority of the Southwest Airlines Flight Attendant Association (SWAFAA) immediately upon ratification by a majority of valid ballots cast in a lawful, membership-wide referendum conducted under the procedures outlined in Article XXI.

No officer, committee, or external body may delay, defer, or condition its enforcement once duly ratified. This ratification shall mark the formal conclusion of the founding phase and the commencement of fully constitutional governance.

Section 44.2 – Supersession of Previous Rules

Upon taking effect, this Constitution shall:

- Supersede and nullify all previous provisional bylaws, temporary rules, operating protocols, or informal governance systems that were in use during SWAFAA's founding or organizing period;
- Render unenforceable any policy, agreement, or resolution that conflicts with the letter or spirit of this Constitution;
- Establish itself as the sole and exclusive governing document of the union, enforceable across all offices, committees, and membership tiers — unless formally amended through the democratic process outlined in Article XXIV.

There shall be no parallel systems, unofficial policies, or legacy authority structures remaining in force beyond ratification. All power and interpretation shall be derived from this Constitution alone.

Section 44.3 – Conformance of All Policies

To preserve constitutional supremacy and consistency, all existing and future union policies, committee charters, financial procedures, internal operating guidelines, and administrative rules must be reviewed, audited, and brought into full compliance with this Constitution within sixty (60) calendar days of ratification.

This includes, but is not limited to:

- Union-wide operational procedures
- Committee rules of procedure
- Dues collection and expenditure protocols
- Grievance processing and representation frameworks
- Election and nomination procedures
- Digital platform governance and access policies

The Executive Board shall oversee this mandatory alignment process and publish a Conformance Report to the General Membership within seventy-five (75) days of ratification, certifying that all governing elements are now fully constitutional.

No policy or decision shall remain in effect if it contradicts, overrides, or undermines this Constitution. Where ambiguity exists, the Constitution shall prevail.

ARTICLE XLV – SEVERABILITY CLAUSE

Section 45.1 – Legal Validity

If any article, section, clause, or provision of this Constitution is found to be unlawful, invalid, or unenforceable by a court of competent jurisdiction or duly authorized government agency, that specific provision shall be deemed legally severed from the document and shall have no further force or effect.

Such severance shall not affect the validity, enforceability, or authority of any other part of this Constitution.

All unaffected provisions shall remain in full legal force and continue to govern the union without interruption or modification.

This Constitution is designed to withstand partial legal challenges without undermining its structural integrity or operational authority.

Section 45.2 – Preservation of Intent

In the event that any section is declared invalid or unenforceable, the Board of Directors shall initiate a formal review of the affected provision and draft amendment language that:

- Preserves the original intent of the membership as closely as possible;
- Restores the spirit and purpose of the severed provision in a legally compliant form;
- Avoids legal ambiguity or loopholes that could undermine member rights or union authority.

Any proposed amendment shall be subject to the democratic ratification process outlined in Article XXIV, ensuring that final approval rests with the General Membership.

This guarantees that no legal setback shall derail the union's mission or weaken its foundational protections. Member will and constitutional intent shall remain supreme, even in the face of partial legal invalidation.

Probationary Flight Attendants who are eligible and join SWAFAA may attend membership and base meetings and may speak, but may not vote in elections, referenda, contract ratification, or bylaw/constitutional amendments until they complete company probation and remain members in good standing, unless the Constitution provides otherwise.

Section B2.5 – Probationary Flight Attendants

Resignations follow Constitution Article IV. A former member who rejoins shall complete a new application, pay any initiation fee then in effect if required by the Constitution or membership policy, and regain voting rights only upon return to good standing.

Section B2.4 – Resignation and Rejoin

Each member shall keep a current email address, mailing address, and phone number on file with the union. Members should update changes within thirty (30) days. Official notices sent to the last email or address on file constitute valid notice when the Constitution or Bylaws require written notice, except where law requires otherwise.

Section B2.3 – Contact Information Duty

The Secretary and Treasurer shall maintain a current good-standing roster. Good standing is determined under the Constitution. Members may request confirmation of their status in writing; a response shall be provided within ten (10) business days.

Section B2.2 – Good Standing Verification

New members shall receive: (a) access instructions for the member portal; (b) a copy of or link to the Constitution and Bylaws; (c) contact information for their Base Representative; and (d) a plain-language summary of dues, rights, and how to file a grievance or contact the union.

Eligible Flight Attendants may apply for membership on the form or secure portal prescribed by the Secretary. Within fourteen (14) days of a complete application, the Secretary shall confirm receipt, verify eligibility under Constitution Article IV, and notify the applicant of status.

Section B2.1 – Application and Onboarding

BYLAWS

SOUTHWEST AIRLINES FLIGHT ATTENDANT ASSOCIATION (SWAFAA)

Slogan: "Together We Are One"

These Bylaws implement the Constitution of SWAFAA. They set operating procedures for democratic membership participation, base equity, financial transparency, elections, meetings, committees, and day-to-day administration. They shall be read together with the Constitution and shall never be construed to diminish member rights or concentrate power beyond what the Constitution allows.

BYLAW ARTICLE I – AUTHORITY AND RELATIONSHIP TO THE CONSTITUTION

Section B1.1 – Subordination

These Bylaws are subordinate to the SWAFAA Constitution. If any Bylaw conflicts with the Constitution, the Constitution controls and the conflicting Bylaw provision is void to the extent of the conflict.

Section B1.2 – Purpose of the Bylaws

The Bylaws exist to make constitutional democracy workable in practice: clear calendars, notices, forms, financial controls, meeting rules, base standards, and committee procedures that any member in good standing can understand and use.

Section B1.3 – Definitions

Terms used in these Bylaws have the meanings set forth in the Constitution and Appendix A, unless a Bylaw section expressly defines a term for procedural use only.

Section B1.4 – Values in Operation

All officers, Base Representatives, committees, and staff shall apply these Bylaws in a manner consistent with SWAFAA's founding values: member supremacy, independence, transparency, due process, base equity, anti-corruption, and the principle that leadership serves the membership — not the reverse.

BYLAW ARTICLE II – MEMBERSHIP ADMINISTRATION

Section B2.1 – Application and Onboarding

Eligible Flight Attendants may apply for membership on the form or secure portal prescribed by the Secretary. Within fourteen (14) days of a complete application, the Secretary shall confirm receipt, verify eligibility under Constitution Article IV, and notify the applicant of status.

New members shall receive: (a) access instructions for the member portal; (b) a copy of or link to the Constitution and Bylaws; (c) contact information for their Base Representative; and (d) a plain-language summary of dues, rights, and how to file a grievance or contact the union.

Section B2.2 – Good Standing Verification

The Secretary and Treasurer shall maintain a current good-standing roster. Good standing is determined under the Constitution. Members may request confirmation of their status in writing; a response shall be provided within ten (10) business days.

Section B2.3 – Contact Information Duty

Each member shall keep a current email address, mailing address, and phone number on file with the union. Members should update changes within thirty (30) days. Official notices sent to the last email or address on file constitute valid notice when the Constitution or Bylaws require written notice, except where law requires otherwise.

Section B2.4 – Resignation and Rejoin

Resignations follow Constitution Article IV. A former member who rejoins shall complete a new application, pay any initiation fee then in effect if required by the Constitution or membership policy, and regain voting rights only upon return to good standing.

Section B2.5 – Probationary Flight Attendants

Probationary Flight Attendants who are eligible and join SWAFAA may attend membership and base meetings and may speak, but may not vote in elections, referenda, contract ratification, or

bylaw/constitutional amendments until they complete company probation and remain members in good standing, unless the Constitution provides otherwise.

BYLAW ARTICLE III – DUES, FEES, AND FINANCIAL PROCEDURES

Section B3.1 – Implementation of Constitutional Dues Rules

Dues, initiation fees, assessments, waivers, and fiscal-year rules are governed by Constitution Articles VII and VIII. This Article supplies operating procedures only.

Section B3.2 – Collection and Records

The Treasurer shall maintain itemized records of all dues, fees, assessments, waivers, and delinquencies. Where dues checkoff is available under a collective bargaining agreement or applicable law, the Treasurer shall coordinate administration and promptly reconcile employer remittances.

Section B3.3 – Delinquency Steps

Unless the Constitution sets a stricter rule: (a) at thirty (30) days past due, the Treasurer shall send a written reminder; (b) at sixty (60) days past due, a second notice shall state possible loss of good standing; (c) continued nonpayment shall be handled under the Constitution and applicable law. Notices shall explain how to cure and how to request a hardship review.

Section B3.4 – Hardship Waiver Process

Hardship requests under Constitution Article VII shall be submitted in writing to the Treasurer with supporting documentation. The Treasurer shall review and present a recommendation to the Executive Board within fourteen (14) days. The Executive Board shall decide by majority vote. Approvals shall be renewed as required by the Constitution. Denials shall state reasons in writing and note any appeal path available under union policy.

Section B3.5 – Expenditure Controls

Ordinary operating expenses within the adopted budget may be processed by the Treasurer under dual-control procedures set by the Board of Directors. The following require prior Board of Directors approval unless already line-itemed in the adopted budget: (a) any single unbudgeted expenditure exceeding an amount set annually by the Board of Directors (and published to members); (b) multi-year vendor commitments; (c) political or external-donation expenditures where permitted by law and the Constitution; (d) creation of new paid stipends or recurring officer benefits.

Section B3.6 – Dual Signatures and Accounts

Union bank accounts shall require dual authorization for withdrawals or transfers above a threshold set by the Board of Directors (default: any amount over five hundred dollars (\$500) until the Board publishes a different threshold). Signatories shall be limited to officers designated by the Board of Directors. Personal accounts shall never hold union funds.

Section B3.7 – Expense Reimbursement

Union-related expenses require: itemized receipts; stated business purpose; pre-approval when required by Board policy; and submission within thirty (30) days of the expense unless the Treasurer grants a reasonable extension. The Treasurer shall publish a simple expense form. Luxury, personal, or undocumented expenses shall be denied.

Section B3.8 – Lost Time and Stipends

Payment for lost flying time or stipends for union work shall exist only under a written schedule approved by the Board of Directors and summarized to the membership annually. No officer may create a new paid entitlement for themselves without Board of Directors approval and membership notice.

Section B3.9 – Member Inspection of Financial Records

Member requests to inspect financial records under the Constitution shall be logged by the Treasurer. Records shall be made available within thirty (30) days. The Treasurer shall report annually on the number of inspection requests and average response time.

Section B3.10 – Reserves

The Board of Directors shall maintain a written reserve policy identifying emergency, bargaining-support, and operating reserves. Material draws from reserves shall be reported to the membership in the next quarterly financial report.

BYLAW ARTICLE IV – MEMBERSHIP MEETINGS AND BASE MEETINGS

Section B4.1 – General Membership Meetings

SWAFAA shall hold no fewer than two (2) General Membership Meetings each calendar year, as required by the Constitution. The Secretary shall publish the annual meeting calendar by January 31 each year, subject to later amendment with notice.

Section B4.2 – Notice

Reasonable notice of at least fourteen (14) days is required by the Constitution. Notice shall be given by at least two channels among: member email, member portal/app, base bulletin boards or base digital channels, and text/SMS where the member has opted in. Notice shall state date, time, format (in-person, virtual, or hybrid), agenda highlights, and how to submit questions or motions.

Section B4.3 – Agenda Order (Default)

Unless the body adopts a different order at the outset of the meeting, the default agenda is: (1) call to order and quorum note; (2) approval of agenda; (3) officer reports; (4) financial summary; (5) committee highlights; (6) base concerns; (7) unfinished business; (8) new business and member motions; (9) open Q&A; (10) adjournment.

Section B4.4 – Hybrid and Virtual Access

Meetings shall maximize cross-base access. When virtual or hybrid, the union shall provide a secure login method, basic tech support contact, and a way for remote members to seek recognition to speak. Recordings may be made for member access when lawful and practical; members shall be informed if a meeting is recorded.

Section B4.5 – Speaking and Decorum

All members in good standing may attend and, when recognized, speak with courtesy and without harassment. The chair may set reasonable time limits so many voices are heard. Personal attacks, threats, and disruption of business are out of order and may be addressed under the Constitution's disciplinary rules if warranted.

Section B4.6 – Motions and Resolutions

Member motions at a General Membership Meeting shall be in order if germane and consistent with the Constitution. Motions that bind the union to spend unbudgeted funds above the Board's published threshold, or that amend the Constitution or Bylaws, shall be referred to the proper ballot or amendment process rather than finally adopted on the floor, unless the Constitution expressly allows floor adoption.

Section B4.7 – Minutes

The Secretary shall produce draft minutes within twenty-one (21) days after each General Membership Meeting and post them to the member portal. Minutes shall include attendance count or sign-in method used, main reports, motions and outcomes, and vote results when votes are taken.

Section B4.8 – Base Meetings

Each Base Representative shall hold or host base-level meetings or office-hour forums at least quarterly (virtual permitted). Base meetings are for local concerns, education, and two-way communication; they do not replace General Membership Meetings or Board of Directors authority. Summaries of recurring base issues shall be reported to the Vice President and Board of Directors.

Section B4.9 – Special Meetings

Special Membership Meetings may be called as provided in the Constitution. Business is limited to the purpose stated in the call and notice.

BYLAW ARTICLE V – PARLIAMENTARY AUTHORITY

Section B5.1 – Robert’s Rules

The current edition of Robert’s Rules of Order Newly Revised shall guide membership, Board of Directors, and Executive Board meetings when not inconsistent with the Constitution, these Bylaws, or special rules the membership adopts.

Section B5.2 – Plain-Language Preference

SWAFAA prefers accessible process over technical trapdoors. The chair shall explain the effect of a pending motion in plain language upon member request. A simple one-page “How Our Meetings Work” guide shall be maintained by the Secretary and posted on the member portal.

Section B5.3 – Special Rules

The General Membership or Board of Directors may adopt special rules of order by majority vote for a meeting or standing use, provided they do not violate the Constitution. Standing special rules shall be posted with these Bylaws.

BYLAW ARTICLE VI – ELECTIONS AND REFERENDA PROCEDURES

Section B6.1 – Constitutional Framework

Nominations, elections, term lengths, term limits, extensions, and referenda are governed by Constitution Articles XI, XII, and XXI. This Article sets calendars, packets, campaign equity rules, and administration details.

Section B6.2 – Election Calendar

No later than one hundred twenty (120) days before standard terms expire, the Independent Election Committee shall publish an election calendar including: nomination open/close dates; candidate list publication date; campaign period; ballot open/close; runoff date if needed; and certification target date. The calendar shall comply with constitutional minimums for nomination and ballot periods.

Section B6.3 – Nomination Packets

Each nominee shall submit: contact information; employee/base verification as required; signed acceptance; and a candidate statement not exceeding a word limit set by the Independent Election Committee (default: five hundred (500) words). The Committee shall provide a standard packet and accessibility options.

Section B6.4 – Campaign Conduct and Equity

Candidates and supporters shall not: use union funds or staff time for campaigning; harass or retaliate; falsify credentials; or impede balloting. The union membership list and official channels shall be available equitably under rules published by the Independent Election Committee before nominations close. No candidate shall receive preferential access to official push notifications denied to others.

Section B6.5 – Balloting

Ballots shall be secret and administered by the Independent Election Committee, which may retain an independent election vendor approved as provided in the Constitution. Instructions shall be plain-language. Where electronic balloting is used, the Committee shall publish security and eligibility controls at a high level without compromising system integrity.

Section B6.6 – Observers and Challenges

Each candidate may designate a reasonable number of observers under Committee rules. Challenges follow constitutional timelines. The Committee shall decide challenges in writing with reasons.

Section B6.7 – Certification and Holdover

Upon certification, the Secretary shall record results and publish them to the membership. Holdover service continues under Constitution Article XI until successors assume office.

Section B6.8 – Referenda and Petitions

Petition forms for referenda, term-extension ballots, appointment challenges, or constitutional processes shall be issued by the Secretary or Independent Election Committee. Signature

validation shall verify good standing and uniqueness. The written justification required by the Constitution shall accompany the ballot materials.

Section B6.9 – Term Extension Ballot Language

When a three (3) year extension under Constitution Article XI is placed on the ballot, the question shall clearly state: the named office and individual; that the extension is for one three (3) year period only; that approval does not authorize any later extension; and that any further extension requires a new membership referendum under Article XI.

BYLAW ARTICLE VII – BOARD OF DIRECTORS AND EXECUTIVE BOARD OPERATIONS

Section B7.1 – Board of Directors Meetings

The Board of Directors shall meet at least quarterly under the Constitution. The Secretary shall distribute a draft agenda at least five (5) days before a regular meeting when practicable. Time-sensitive special meetings may use shorter notice if permitted by the Constitution and logged in the minutes.

Section B7.2 – Open Meetings and Closed Session

Board of Directors meetings are open to members in good standing for observation, except when the Board enters closed session for: confidential personnel matters; pending or threatened litigation; contract negotiation strategy; or sensitive safety/security matters. The Board shall vote to enter closed session and shall record the topic category in open minutes without disclosing confidential detail.

Section B7.3 – Roll-Call Voting and Transparency

On matters of policy, budget, major contracts, officer discipline decisions, and other substantive actions designated by the Board, votes of the Board of Directors shall be by roll call. The Secretary shall publish a vote tally by name (or by seat if required for safety) in the minutes or an accompanying vote log on the member portal within fourteen (14) days, except where closed-session confidentiality lawfully requires limited disclosure.

Section B7.4 – Attendance Tracking

The Secretary shall maintain Board of Directors attendance records. Base Representative attendance expectations under Constitution Article XXXV apply. Patterns of unexcused absence shall be reported to the Board for appropriate action.

Section B7.5 – Executive Board Operations

The Executive Board shall meet at least monthly under Constitution Section 9.3. Agendas and action summaries shall be provided to the full Board of Directors. The Executive Board shall not exercise powers reserved to the Board of Directors or General Membership.

Section B7.6 – Member Questions to the Board

Members may submit written questions to the Board of Directors through the portal or Secretary. The Board or designee shall respond to non-duplicative good-faith questions within a reasonable time, or address them at the next suitable meeting.

BYLAW ARTICLE VIII – BASE REPRESENTATIVE OPERATING STANDARDS

Section B8.1 – Accessibility

Each Base Representative shall publish monthly office hours (in-person, virtual, or both) and a primary contact method. Members should receive an initial response to routine base inquiries within five (5) business days when the Representative is not on protected leave or approved union assignment.

Section B8.2 – Information Flow

Base Representatives shall promptly relay official union notices to their base through approved channels and shall elevate recurring local issues to the Vice President, relevant committee, or Board of Directors as appropriate.

Section B8.3 – Reporting

Before each regular Board of Directors meeting, each Base Representative shall submit a brief base report using a standard template (issues, grievance trends if known, engagement, and needs). Templates shall be issued by the Vice President or Secretary.

Section B8.4 – Coverage

If a Base Representative will be unavailable for more than fourteen (14) consecutive days, they shall arrange coverage information for members (another Representative, officer, or committee contact) and notify the Secretary.

Section B8.5 – Base Committees

Base committees formed under Constitution Article XXXV operate under union policy, report to the Base Representative and Vice President, and may not commit union funds or speak as the union's official voice without authorization.

Section B8.6 – Equity

Resources, visits, trainings, and communications support shall be allocated with regard to Constitution Article XXXV regional equity principles. No base shall be treated as permanent second-tier.

BYLAW ARTICLE IX – COMMITTEES: CHARTERS AND PROCEDURES

Section B9.1 – Standing Committees

Unless the Board of Directors consolidates or renames functions, standing committee work shall include at least: Finance; Grievance/Representation support; Safety & Health; Scheduling/Reserve (or equivalent); Communications; Membership Education & Outreach; and Legislative/Political (as permitted by law). The Independent Election Committee, Independent Appeals Panel, Disciplinary Committee, Ethics and Compliance Committee, and Constitutional Review Panel operate as established in Constitution Section 9.4 and related articles.

Section B9.2 – Charters

Each standing committee shall have a written charter stating purpose, scope, chair, member selection method, meeting expectations, reporting duties, and limits of authority. Charters are approved by the Board of Directors. No committee may bind the union to contracts or public positions beyond its charter without Board of Directors or membership authorization as required by the Constitution.

Section B9.3 – Appointment Calendar

Within sixty (60) days after each regular installation of officers, committee chairs shall be appointed or confirmed as provided in the Constitution. Vacancies shall be filled promptly. Membership on independent bodies shall respect constitutional separation-of-roles rules.

Section B9.4 – Meetings and Reports

Committees shall meet as needed to perform their work, keep brief internal notes, and submit quarterly progress reports to the Executive Board and Board of Directors. Reports shall be written so members can understand goals, actions, obstacles, and requests.

Section B9.5 – Member Input

Each committee shall maintain a published channel (email or portal form) for member questions and suggestions. Good-faith input shall be acknowledged within ten (10) business days when practicable.

Section B9.6 – Ad Hoc Committees

Ad hoc committees dissolve automatically upon completion of their charge or upon Board of Directors action, and shall file a final report.

BYLAW ARTICLE X – GRIEVANCE AND REPRESENTATION WORKFLOW

Section B10.1 – Scope

Contractual grievance rights and timelines are controlled by the collective bargaining agreement and Constitution Article XXII. This Article sets internal customer-service standards for representation.

Section B10.2 – First Point of Contact

Members should contact their Base Representative or the designated grievance channel as soon as they become aware of a discipline or contract issue. Representatives shall not discourage lawful grievances in bad faith.

Section B10.3 – Intake

Intake shall log: member name; base; issue type; key dates; documents received; and next deadline. The member shall be told who is handling the file and how to check status.

Section B10.4 – Communication Standard

While a case is active, the assigned representative shall provide a status update after material developments and, at minimum, every thirty (30) days unless the file is stayed or the member agrees to a different cadence.

Section B10.5 – Escalation

If a member believes representation is unreasonably delayed or neglected, they may escalate in writing to the Vice President or Grievance committee chair, then to the Executive Board. Escalation does not guarantee a particular case outcome; it guarantees process attention.

Section B10.6 – Files and Confidentiality

Grievance files are confidential union records. Access is limited to those with a need to know. Retention shall follow Board-approved records policy and legal requirements.

BYLAW ARTICLE XI – DISCIPLINE PROCEDURE DETAILS

Section B11.1 – Constitutional Framework

Officer removal and member discipline are governed by Constitution Articles XIII and XXIII and related provisions. This Article standardizes paperwork and logistics.

Section B11.2 – Complaints

Complaints requesting internal discipline shall be in writing, signed, dated, and submitted to the Board of Directors or Disciplinary Committee as provided in the Constitution. The complaint shall state facts with reasonable specificity and identify witnesses or documents when known.

Section B11.3 – Notice and Scheduling

Written notice of charges shall identify the rule allegedly violated, the facts asserted, hearing rights, and response deadline (not less than the constitutional minimum). Hearings shall be scheduled with reasonable regard to flying schedules when possible.

Section B11.4 – Hearing Logistics

Hearings may be virtual if fairness is preserved. Both sides may present evidence and witnesses as provided in the Constitution. A recording or detailed minutes shall be kept. The accused officer or member shall have the right to a representative consistent with union rules.

Section B11.5 – Recusal

Any decision-maker with a conflict shall recuse. An accused officer is recused from Board deliberation and voting on their own removal as provided in the Constitution.

Section B11.6 – Outcomes and Publication

Final outcomes shall be stated in writing. Publication to the membership shall balance transparency with privacy and legal constraints. Appeals proceed to the Independent Appeals Panel where the Constitution provides.

BYLAW ARTICLE XII – RECORDS, COMMUNICATIONS, AND DIGITAL PLATFORMS

Section B12.1 – Official Notice Hierarchy

When the union must give official notice, the default hierarchy is: (1) member portal post and email to the address on file; (2) base channels; (3) other push tools the member opts into. Emergency notices may use all available channels.

Section B12.2 – Website and Portal Duties

The Secretary, with Communications support, shall ensure the portal hosts current Constitution and Bylaws, meeting notices, minutes summaries, financial reports required by the Constitution, election information, and officer contact paths.

Section B12.3 – Social Media and Public Statements

Only persons authorized in writing by the Executive Board or Board of Directors may issue official public statements on behalf of SWAFAA. Personal accounts shall not present private opinions as official union positions.

Section B12.4 – Records Retention

The Board of Directors shall maintain a retention schedule for financial records, minutes, membership records, grievances, and contracts consistent with the Constitution and law (including multi-year retention for core financial and governance records).

Section B12.5 – Privacy

Member personal data shall be used only for legitimate union purposes. Selling member data is prohibited. Vendors with data access shall be bound by written confidentiality terms when feasible.

BYLAW ARTICLE XIII – OFFICER TRANSITION AND TRAINING

Section B13.1 – Transition Deadline

Outgoing officers shall complete transition duties within fifteen (15) days of term conclusion, as provided in the Constitution, including turnover of records, credentials, devices, keys, and a continuity folder.

Section B13.2 – Continuity Folder Contents

At minimum: active projects and deadlines; recurring calendar; key contacts (employer, counsel, vendors); location of funds and accounts (with Treasurer coordination); pending grievances or

bargaining items in the officer's custody; passwords via an approved secure method; and known risks or open issues.

Section B13.3 – Access Revocation

Upon separation from office, the Secretary and Treasurer shall ensure union system access is revoked or reduced to any continuing authorized role within three (3) business days, unless the Board of Directors directs a documented short extension for transition only.

Section B13.4 – Mandatory Training

Incoming officers shall complete orientation covering fiduciary duty, the Constitution and Bylaws, harassment-free workplace expectations, records/privacy, and basic representation boundaries before exercising unsupervised financial authority. The Board of Directors may require annual refresher modules.

BYLAW ARTICLE XIV – TRAVEL, LOST TIME, AND COST CONTROL

Section B14.1 – Pre-Approval

Non-local union travel ordinarily requires pre-approval by the President or Treasurer under Board policy. Travel shall be coach/economy class unless pre-approved otherwise for documented need.

Section B14.2 – Documentation

Travel reimbursements require receipts and a brief purpose statement. Companion, vacation, or personal upgrade costs are not reimbursable.

Section B14.3 – Annual Disclosure

The Treasurer shall include in annual reporting a summary of officer stipends, lost-time totals by seat or office, and major travel categories so members can see the cost of running their union.

BYLAW ARTICLE XV – STRIKE AND JOB ACTION LOGISTICS

Section B15.1 – Constitutional Authorization First

No strike or concerted work stoppage logistics under this Article may proceed unless authorization requirements in Constitution Article XXVI and applicable law are satisfied.

Section B15.2 – Mobilization Plan

When a lawful job action is authorized or reasonably anticipated, the Executive Board shall maintain a mobilization plan addressing: communications tree; picket or presence rules emphasizing safety and lawfulness; member FAQ; community/media points of contact; and a hardship-support process if a fund is established by the Board of Directors or membership.

Section B15.3 – Conduct

Members engaged in union activity shall follow lawful instructions of designated marshals/coordinators, avoid violence and illegal secondary activity, and protect the public reputation of Flight Attendants as safety professionals.

BYLAW ARTICLE XVI – AMENDMENT OF BYLAWS

Section B16.1 – Who May Propose

Amendments to these Bylaws may be proposed by: (a) petition signed by at least fifteen percent (15%) of members in good standing; (b) majority vote of the Board of Directors; (c) motion adopted at a General Membership Meeting; or (d) majority vote of the Executive Board solely for technical or conforming amendments — limited to corrections of typographical errors, cross-references, numbering, and non-substantive alignment with the Constitution. The Executive Board may not use path (d) to change member rights, dues or financial controls, elections, discipline, meetings, or the powers of any body. Every proposal, including path (d), requires membership notice under Section B16.2 and membership adoption under Section B16.3; technical amendments shall be placed on the next practicable membership ballot unless the Board of Directors orders an earlier vote.

Section B16.2 – Notice

Proposed Bylaw amendments shall be provided to the membership in writing at least twenty-one (21) days before the vote, with a plain-language summary of what changes and why.

Section B16.3 – Vote Threshold

Unless the Constitution requires a higher threshold for the subject matter, Bylaws amendments are adopted by a majority of verified ballots cast in a membership vote conducted by secure ballot under Independent Election Committee or Secretary administration, or by such other democratic method the Board of Directors selects that meets constitutional voting integrity standards.

Section B16.4 – Limits

No Bylaw amendment may contradict the Constitution; modify, diminish, or eliminate the Guardian of the Constitution role or its protected powers and access under Article III; weaken the membership's reserved powers over affiliation/independence; or extend officer terms except through the Constitution's membership term-extension process under Article XI.

Section B16.5 – Effective Date and Publication

Adopted amendments take effect upon certification unless a later date is stated. The Secretary shall publish an updated Bylaws text within fourteen (14) days and archive prior versions.

BYLAW ARTICLE XVII – STANDING RULES, FORMS, AND APPENDICES TO THE BYLAWS

Section B17.1 – Standing Rules

The Board of Directors may adopt standing administrative rules (forms, calendars, expense schedules, committee templates) that implement these Bylaws. Standing rules may not contradict the Constitution or Bylaws. They shall be posted on the member portal.

Section B17.2 – Standard Forms

The Secretary and Treasurer shall maintain standard forms for: membership application; dues hardship request; nomination acceptance; referendum petition; expense reimbursement; base report; and committee charter. Forms may be electronic.

Section B17.3 – Motions and Policies Log

The Secretary shall maintain a dated log of standing membership motions and Board policies still in force, separate from meeting minutes, so members can find durable rules without searching years of minutes.

Section B17.4 – Member Education

Consistent with SWAFAA values, the union shall prioritize plain-language explainers for elections, dues, grievances, and how to run for office — especially for new-hire and cross-base members.

Section B17.5 – Severability

If any Bylaw provision is invalid, the remainder continues in effect. The Board of Directors shall promptly propose a conforming replacement when needed.

Section B17.6 – Effective Date

These Bylaws take effect upon membership ratification or upon the effective date stated in the ratifying ballot, and thereafter bind all bodies of SWAFAA.

— End of Bylaws —

APPENDICES

Appendix A – Definitions

To ensure clarity and consistency in interpretation, the following terms shall have the meanings set forth below when used in this Constitution and Bylaws:

- **“Association” or “SWAFAA”** – The Southwest Airlines Flight Attendant Association, the labor union governed by this Constitution.
- **“Board of Directors”** – The principal legislative and oversight body composed of the Executive Board and one Base Representative from each designated crew base. Unless this Constitution assigns a power to the Executive Board or another body, references to “the Board” mean the Board of Directors.
- **“Executive Board”** – The President, Vice President, Secretary, and Treasurer collectively; the highest administrative body between Board of Directors meetings, per Article IX.
- **“Executive Officers”** – The four (4) members of the Executive Board. The term is synonymous with membership on the Executive Board and does not create a separate body.
- **“Base Representative”** – The elected representative of a designated crew base who sits on the Board of Directors with full voting rights, per Articles X and XXXV.
- **“Guardian of the Constitution”** – The permanent non-executive oversight role held by the Founding President after the founding term, per Article III and Section 9.1(e). The Guardian holds no seat and no vote on the Executive Board or Board of Directors.
- **“Member in Good Standing”** – A Flight Attendant who is current in dues and fees, not suspended or expelled, and not under disciplinary sanction.

- “Constitution” – This binding governing document of SWAFAA, including all amendments, appendices, and ratified revisions.
 - “Referendum” – A secure and democratic vote of the entire membership on a major policy issue, required for certain decisions under this Constitution.
 - “Quorum” – The minimum number of seated voting members required to conduct official business:
 - For Board of Directors meetings: A majority of all seated voting members of the Board of Directors (not merely of those present).
 - For Executive Board meetings: Three (3) of the four (4) Executive Board members, per Section 9.3.
 - For general membership votes: As defined in specific Articles.
 - “Independent Election Committee” – The body established in Section 9.4(a) to administer elections and certified referenda.
 - “Independent Appeals Panel” – The body established in Section 9.4(b) to hear designated appeals.
 - “Disciplinary Committee” – The body established in Section 9.4(c) to investigate misconduct and report to the Board of Directors.
 - “Dues” – Monthly financial contributions made by members to support union operations.
 - “Assessment” – A temporary or one-time fee levied on members, subject to vote per Article VII.
 - “Grievance” – A formal dispute submitted by a member or the union concerning violations of the collective bargaining agreement.
 - “Conflict of Interest” – Any situation where personal interests could improperly influence one’s official union responsibilities.
 - “Disciplinary Action” – Sanctions imposed in response to member or officer misconduct, as outlined in Article XXIII.
 - **“Emergency Powers” – Temporary authority granted to the Executive Board under Article XXXVI (and exercised by the President only as provided there and in Section 14.4).**
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Appendix B – Member Bill of Protections

All members of SWAFAA, in good standing, shall enjoy the following enumerated protections. These rights are binding upon all officers and enforceable under this Constitution:

1. Right to Fair Representation

Members shall receive full and equal representation in grievances, disciplinary actions, contract enforcement, and collective bargaining.

2. Right to Due Process

No member shall be censured, suspended, expelled, or otherwise disciplined without formal notice, a fair hearing, and the opportunity to respond.

3. Right to Vote and Nominate

Members shall have the right to vote in all elections, contract ratifications, and referenda, and to run for or nominate others for office, subject to eligibility rules.

4. Right to Participate and Speak

Members may attend union meetings, voice opinions, submit proposals, and engage in internal discussions without fear of retaliation.

5. Right to Access Information

Members may inspect financial reports, contracts, minutes, and other key records as described in Articles VIII and XXXI.

6. Right to Privacy

Member data and communications shall be protected. No member's information shall be sold, misused, or shared without consent.

7. Right to Protection from Retaliation

Members who report misconduct or dissent from leadership decisions shall be shielded from retaliation as defined in Article XLII.

8. Right to Education and Transparency

All members are entitled to regular updates, union education, and clear communication about their rights and the union's direction.

9. Right to Participate in Governance

Members may submit petitions, initiate referenda, amend the Constitution (subject to Article III and Article XXIV limits), and override operational leadership via the democratic processes outlined in this Constitution. Members may not modify, diminish, or eliminate the Guardian of the Constitution role or its constitutionally protected powers and access.

Appendix C – Grievance Flow Overview

Step-by-Step Grievance Process:

1. **Incident Occurs**
Member identifies a violation of the contract, policy, or rights.
 2. **Informal Resolution Attempt**
Base Representative or Committee may attempt to resolve the issue directly with management.
 3. **Formal Grievance Filing**
Written grievance is submitted within timeline set by the CBA. Supporting documentation is attached.
 4. **Grievance Committee Review**
Case is logged, assigned, and evaluated. Strategy developed with member input.
 5. **Company Response**
Employer responds. Union may escalate if resolution is inadequate.
 6. **Arbitration or Mediation**
Case proceeds to arbitration or outside hearing per contract provisions.
 7. **Outcome and Enforcement**
Member is notified of outcome. If favorable, union enforces remedy.
 8. **Appeal**
If union declines representation or grievance is denied, member may appeal internally.
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SIGNATURE PAGE – RATIFICATION AND CERTIFICATION

This Constitution and these Bylaws were ratified by the membership of the Southwest Airlines Flight Attendant Association (SWAFAA) via secure, secret-ballot referendum held in accordance with Article XXIV of the Constitution.

Date of ratification (fill in):

The _____ day of _____, 20____

Referendum certification (fill in):

Total ballots cast: _____

Votes in favor: _____

Votes opposed: _____

Votes blank/void (if any): _____

Certified result: Adopted _____ Not adopted _____

We, the undersigned officers, certify that the foregoing referendum was conducted in accordance with this Constitution, that the results stated above are true and correct to the best of our knowledge, and that upon adoption this Constitution and these Bylaws are the official and supreme governing documents of SWAFAA, effective as of the ratification date stated above (or on such later effective date as the ballot specified).

President

Print name: _____

Signature: _____

Date: _____ / _____ / 20____

Vice President

Print name: _____

Signature: _____

Date: _____ / _____ / 20____

Secretary

Print name: _____

Signature: _____

Date: _____ / _____ / 20_____

Treasurer

Print name: _____

Signature: _____

Date: _____ / _____ / 20_____

Optional Notary or Witness Certification

(Complete only if required by applicable law or union protocol.)

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public or Witness (print name): _____

Signature: _____

Commission expiration (if notary): _____ / _____ / 20_____

State / County (if applicable): _____
