As filed with the Securities and Exchange Commission
on August 27, 2002

Reg. No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
Registration Statement
Under
The Securities Act of 1933

SOUTHWEST AIRLINES CO.
(Exact name of registrant as specified in its charter)

Texas (State or other jurisdiction of incorporation or organization)	75-1563240 (I.R.S. Employer Identification No.)
P.O. Box 36611, Dallas, Texas (Address of Principal Executive Offices)	75235-1611 (Zip Code)

Southwest Airlines Co. 2002 SWAPA Non-Qualified Stock Option Plan
Southwest Airlines Co. 2002 Bonus SWAPA Non-Qualified Stock Option Plan
(Full title of the plan)

Gary C. Kelly
Executive Vice President & Chief Financial Officer
Southwest Airlines Co.
P.O. Box 36611
Dallas, Texas 75235-1611
214/792-4363
(Name, address, and telephone number, including area code,
of agent for service)

Copy to:

Deborah Ackerman
Vice President and General Counsel
Southwest Airlines Co.
P.O. Box 36611
Dallas, Texas 75235-1611

CALCULATION OF REGISTRATION FEE

<Table>
<Caption>

Title of securities to be registered	Amount to be registered(2)	Proposed maximum offering price per share(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
<S>	<C>	<C>	<C>	<C>
Common Stock par value $1.00 per share	39,200,000 shares	$14.28	$559,580,000	$51,481.36

</Table>

(1) Estimated solely for the purpose of calculating the registration fee which, pursuant to Rules 457(c) and 457(h), is based on the average of the high and low price for the Common Stock on the New York Stock Exchange on August 21, 2002.

(2) The number of shares of Common Stock registered herein is subject to adjustment to prevent dilution resulting from stock splits, stock dividends or similar transactions.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

(a) the Company's latest annual report filed pursuant to Section 13 or

15(d) of the Securities Exchange Act of 1934;

(b) all other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the annual report referred to above; and

(c) the descriptions of the Company's Common Stock and Common Share Purchase Rights contained in registration statements filed under the Securities Exchange Act of 1934 by the Company with the Commission, including any amendment or report filed for the purpose of updating such descriptions.

All reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such reports and documents.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

The validity of the Common Stock registered hereunder has been passed upon for the Company by Deborah Ackerman, Vice President and General Counsel. Ms. Ackerman beneficially owns 200,827 shares of Common Stock of the Company.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Article VIII, Section 1 of Registrant's Bylaws provides as follows:

"Right to Indemnification: Subject to the limitations and conditions as provided in this Article VIII, each person, who was or is made a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter called a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he (or a person of whom he is the legal representative) is or was a director or officer of the corporation (or while a director or officer of the corporation is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, trust, employee benefit plan, or other enterprise) shall be indemnified by the corporation to the fullest extent permitted by the Texas Business Corporation Act, as the same exists or may hereafter be

amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, court costs and attorneys' fees) actually incurred by such person in connection with such proceeding, appeal, inquiry or investigation, and indemnification under this Article VIII shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder; provided, however, that in no case shall the corporation indemnify any such person (or the legal representative of any such person) otherwise than for his reasonable expenses, in respect of any proceeding (i) in which such person shall have been finally adjudged by a court of competent jurisdiction (after exhaustion of all appeals therefrom) to be liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in such person's official capacity, or (ii) in which such person shall have been found liable to the corporation; and provided, further, that the corporation shall not indemnify any such person for his reasonable expenses actually incurred in connection with any proceeding in which he shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation. The rights granted pursuant to this Article VIII shall be deemed contract rights, and no amendment, modification or repeal of this Article VIII shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article VIII could involve indemnification for negligence or under theories of strict liability."

Article Ten of the Company's Articles of Incorporation provides that a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, subject to certain limitations.

Article 2.02-1 B. of the Texas Business Corporation Act provides that, subject to certain limitations, "a corporation may indemnify a person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined in accordance with Section F of this article that the person: (1) conducted himself in good faith; (2) reasonably believed: (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests; and (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful."

The Company also maintains directors' and officers' liability insurance.

ITEM 8. EXHIBITS.

4.1 Southwest Airlines Co. 2002 SWAPA Non-Qualified Stock Option Plan

4.2 Southwest Airlines Co. 2002 Bonus SWAPA Non-Qualified Stock Option Plan

4.3 Specimen certificate representing Common Stock of the Company (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 1994 (File No. 1-7259)).

5 Opinion of Deborah Ackerman, Vice President and General Counsel of Southwest, re legality of securities being registered.

23.1 Consent of Ernst & Young LLP, independent auditors.

23.2 Consent of Deborah Ackerman, Vice President and General Counsel of Southwest (contained in the opinion filed as Exhibit 5 hereto).

ITEM 9. UNDERTAKINGS.

A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which is registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona

fide offering thereof.

(3) To remove by registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of Dallas, State of Texas on August 26, 2002.

SOUTHWEST AIRLINES CO.

By /s/ Gary C. Kelly

Gary C. Kelly
Executive Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on August 26, 2002.

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Signature	Capacity
<S>	<C>
/s/ Herbert D. Kelleher - ------------------------------------ Herbert D. Kelleher	Chairman of the Board of Directors
/s/ James F. Parker - ------------------------------------ James F. Parker	Chief Executive Officer and Director
/s/ Colleen C. Barrett - ------------------------------------ Colleen C. Barrett	President, Chief Operating Officer and Director
/s/ Gary C. Kelly - ------------------------------------ Gary C. Kelly	Executive Vice President-Chief Financial Officer (Chief Financial and Accounting Officer)
/s/ William P. Hobby - ------------------------------------ William P. Hobby	Director
/s/ Travis C. Johnson	Director

Travis C. Johnson	
/s/ R.W. King R. W. King	Director
/s/ June M. Morris June M. Morris	Director
/s/ C. Webb Crockett C. Webb Crockett	Director
/s/ William H. Cunningham William H. Cunningham	Director
/s/ John T. Montford John T. Montford	Director

</Table>

INDEX TO EXHIBITS

<Table>
<Caption>

EXHIBIT NUMBER	DESCRIPTION
<S>	<C>
4.1	Southwest Airlines Co. 2002 SWAPA Non-Qualified Stock Option Plan
4.2	Southwest Airlines Co. 2002 Bonus SWAPA Non-Qualified Stock Option Plan
4.3	Specimen certificate representing Common Stock of the Company (incorporated by reference to Exhibit 4.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 1994 (File No. 1-7259)).
5	Opinion of Deborah Ackerman, Vice President and General Counsel of Southwest, re legality of securities being registered.
23.1	Consent of Ernst & Young LLP, independent auditors.
23.2	Consent of Deborah Ackerman, Vice President and General Counsel of Southwest (contained in the opinion filed as Exhibit 5 hereto).

</Table>

EXHIBIT 4.1

SOUTHWEST AIRLINES CO.

2002 SWAPA NON-QUALIFIED
STOCK OPTION PLAN

SOUTHWEST AIRLINES CO., a Texas corporation (the "Company"), hereby formulates and adopts the following 2002 SWAPA Non-Qualified Stock Option Plan.

1. PURPOSE. This Plan is adopted pursuant to proposed Letter of Agreement No. 26, to the Collective Bargaining Agreement (the "Agreement") between the Company and the Southwest Airlines Pilots Association ("SWAPA") ratified on January 12, 1995.

2. ADMINISTRATION. This Plan shall be administered by an Administrative Committee (the "Committee") consisting of not more than five (5) persons designated from time to time by the Chief Executive Officer of the Company, including as one of its members the President of SWAPA or his or her designee. Members of the Committee (except the President of SWAPA or his designee) may be removed or replaced at any time by the Chief Executive Officer of the Company. The Administrative Committee shall select one of its members as Chairman and shall adopt such rules and regulations as it shall deem appropriate concerning the holding of its meetings, the transaction of its business and the administration of this Plan. A majority of the whole Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee; any decision or determination reduced to writing and signed by a majority of the members of the Administrative Committee shall be fully as effective as if made by a majority vote at a meeting duly called and held.

3. GRANT OF OPTIONS; PERSONS ELIGIBLE. The Stock Option Committee of the Board of Directors of the Company, or such other committee as may be appointed by the Board, shall have the authority and responsibility, within the limitations of this Plan, to grant options from time to time to persons employed as Pilots (including Pilots in management positions retaining seniority numbers ("Management Pilots") by the Company pursuant to the Agreement and as set forth in the schedule attached as Exhibit A and made a part hereof. Options shall be granted at an exercise price equal to the fair market value of the Common Stock of the Company on the date of the grant of the option with initial grants on the date of ratification of Letter of Agreement No. 26. Only persons who are employed as Pilots of the Company, including Management

Pilots on the date of the grant may be granted options under this Plan; under no circumstances shall officers of the Company be eligible to receive options hereunder.

4. DEFINITIONS. An employee receiving any option under this Plan is hereinafter referred to as an "Optionee." Any reference herein to the employment of an Optionee with the Company shall include only employment with the Company. The fair market value of the Common Stock on any day shall be the mean between the highest and lowest quoted selling prices of the Common Stock on such day as reported by the primary national stock exchange on which such stock is listed. If no sale shall have been made on that day, or if the Common Stock is not listed on a national exchange at that time, fair market value will be determined by the Committee. If the date of grant is not a business day, the grant price will be calculated using the immediately preceding business day.

5. STOCK SUBJECT TO OPTIONS. Subject to the provisions of paragraph 12, the number of shares of the Company's Common Stock subject at any one time to options, plus the number of such shares then outstanding pursuant to exercises of options, granted under this Plan, shall not exceed 32,000,000 shares. If, and to the extent the options granted under this Plan terminate or expire without having been exercised, new options may be granted with respect to the shares covered by such terminated or expired options; provided that the granting and terms of such new options shall in all respects comply with the provisions of this Plan.

Shares sold or distributed upon the exercise of any option granted under this Plan may be shares of the Company's authorized and unissued Common Stock, shares of the Company's issued Common Stock held in the Company's treasury, or both.

There shall be reserved at all times for sale or distribution under this Plan a number of shares of Common Stock (either authorized and unissued shares or shares held in the Company's treasury, or both) equal to the maximum number of shares which may be purchased or distributed upon the exercise of options granted under this Plan.

Exercise of an Option in any manner shall result in a decrease in the number of shares of Common Stock which may thereafter be available, both for purposes of this Plan and for sale to any one individual, by the number of shares as to which the Option is exercised.

6. EXPIRATION AND TERMINATION OF THE PLAN. This Plan will expire on December 31, 2006, except as to any options then outstanding under this Plan, which shall remain in effect until they have been exercised or expired.

No modification, extension, renewal or other change in any option granted under this Plan shall be made after the grant of such option unless the same is consistent with the provisions of this Plan.

7. EXERCISABILITY AND DURATION OF OPTIONS.

(a) Exercisability. Options granted under this Plan shall become exercisable pursuant to the vesting schedule and requirements set forth in Exhibit A attached hereto.

(b) Duration. The unexercised portion of any option granted under this Plan shall automatically and without notice terminate and become null and void at the time of the earliest to occur of the following:

(1) the expiration of eight years from the date of grant;

(2) The expiration of three months from the date of termination of the Optionee's employment with the Company (unless such termination was as a result of the circumstances set forth in subparagraphs (3) or (4) below); provided that if the Optionee shall die during such 3-month period the provisions of subparagraph (3) below shall apply;

(3) The expiration of 12 months from the Optionee's death, if the Optionee's death occurs either during his employment with the Company, during the three-month period following the date of termination of such employment, or during the 24-month period following retirement as a result of FAA-imposed mandatory retirement age; or

(4) The expiration of 24 months following the retirement of the Optionee as a result of FAA-imposed mandatory retirement age; provided that if the Optionee shall die during such 24-month period, the provisions of subparagraph (3) above shall apply.

In the case of subparagraphs (2), (3) and (4) above, the Optionee shall have the right to exercise any Option prior to such expiration to the extent it was exercisable at the date of such termination of employment and shall not have been exercised.

8. EXERCISE OF OPTIONS.

(a) Procedure. The option granted herein shall be exercised by the Optionee (or by the person who acquires such options by will or the laws of descent and distribution or otherwise by reason of the death of the Optionee) as to all or part of the shares covered by the option by giving notice of the exercise thereof (the "Notice") to the Company. From time to time the Committee may establish procedures relating to effecting such exercises. No fractional shares shall be issued as a result of exercising an Option.

(b) Payment. In the Notice, the Optionee shall elect whether he or she is to pay for his or her shares in cash or in Common Stock of the Company, or both. If payment is to be made in cash, the Optionee shall deliver to the Company funds in the amount of the exercise price on or before the exercise date. If payment is to be made in Common Stock, (a) it shall be valued at its fair market value on the date of such notice, as determined pursuant to Paragraph 4 hereof; (b) such Common Stock must have been owned by the Optionee for at least six months prior to the exercise date; and (c) the Notice shall be accompanied by documentation as proof of ownership for the number of shares of Common Stock to be used as payment.

(c) Irrevocable Election. The giving of such notice to the Company shall constitute an irrevocable election to purchase the number of shares specified in the notice on the date specified in the notice.

(d) Withholding Taxes. To the extent that the exercise of any Option granted pursuant to this Plan or the disposition of shares of Common Stock acquired by exercise of an Option results in compensation income to the Optionee for federal or state income tax purposes, the Optionee shall deliver to the Company at the time of such exercise or disposition such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if the Optionee fails to do so, the Company is authorized to (a) withhold delivery of certificates upon exercise and (b) withhold from remuneration then or thereafter payable to Optionee any tax required to be withheld by reason of such resulting compensation income.

(e) Delivery of Shares. The Company shall cause shares to be delivered to the Optionee (or the person exercising the Optionee's options in the event of death) as soon as practicable after the exercise date.

9. NONTRANSFERABILITY OF OPTIONS. No option granted under this Plan or any right evidenced thereby shall be transferable by the Optionee other than by will or the laws of descent and distribution. During the lifetime of an Optionee, only the Optionee (or his or her guardian or legal representative) may exercise his or her options.

In the event of the Optionee's death during his or her employment with the Company, during the three-month period following the date of termination of such employment, or during the 24-month period following FAA-mandated retirement, the Optionee's options shall thereafter be exercisable by his or her executor or administrator, or by the person who acquires such options by will or the laws of descent and distribution or otherwise by reason of the death of the Optionee.

10. RIGHTS OF OPTIONEE. Neither the Optionee nor his or her executors, administrators, or legal representatives shall have any of the rights of a shareholder of the Company with respect to the shares subject to an option granted under this Plan until certificates for such shares shall have been issued upon the exercise of such option.

11. RIGHT TO TERMINATE EMPLOYMENT. Nothing in this Plan or in any option granted under this Plan shall confer upon any Optionee the right to continue in the employment of the Company or affect the right of the Company or any of its subsidiaries to terminate the Optionee's employment at any time; subject, however, to the provisions of the Agreement.

12. ADJUSTMENT UPON CHANGES IN CAPITALIZATION, ETC.

(a) The existence of the Plan and the options granted hereunder shall not affect in any way the right or power of the Board of Directors or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Common Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

(b) The shares with respect to which options may be granted are shares of Common Stock as presently constituted, but if, and whenever, prior to the expiration of an option theretofore granted, the Company shall effect a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend on Common Stock without receipt of consideration by the Company, the number of shares of Common Stock with respect to which such option may thereafter be exercised (i) in the event of an increase in the number of outstanding shares shall be proportionately increased, and the purchase price per share shall be proportionately reduced, and (ii) in the event of a reduction in the number of outstanding shares shall be proportionately reduced, and the purchase price per share shall be proportionately increased; likewise, the number of shares to be granted pursuant to the schedule set forth in Exhibit A shall be appropriately adjusted. In the event of any such change in the outstanding Common Stock, the aggregate number of shares available under the Plan shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be conclusive.

(c) If the Company recapitalizes or otherwise changes its capital structure, thereafter upon any exercise of an option theretofore granted the Optionee shall be entitled to purchase under such option, in lieu of the number of shares of Common Stock as to which such option shall then be exercisable, the number and class of shares of stock and securities to which the Optionee would have been entitled pursuant to the terms of the recapitalization if, immediately prior to such recapitalization, the Optionee had been the holder of record of the number of shares of Common Stock as to which such option is then exercisable. If the Company shall not be the surviving entity in any merger or consolidation (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Company) or if the Company is to be dissolved or liquidated, then unless a surviving corporation assumes or substitutes new options for Options then outstanding hereunder (i) the time at

which such Options may be exercised shall be accelerated and such Options shall become exercisable in full on or before a date fixed by the Company prior to the effective date of such merger or consolidation or such dissolution or liquidation, and (ii) upon such effective date Options shall expire.

(d) Except as hereinbefore expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Common Stock subject to options theretofore granted or to be granted or the purchase price per share.

13. PURCHASE FOR INVESTMENT AND LEGALITY. The Optionee, by acceptance of any option granted under this Plan, shall represent and warrant to the Company that the purchase or receipt of shares of Common Stock upon the exercise thereof shall be for investment and not with a view to distribution, provided that such representation and warranty shall be inoperative if, in the opinion of counsel to the Company, a proposed sale or distribution of such shares is pursuant to an applicable effective registration statement under the Securities Act of 1933 or is, without such representation and warranty, exempt from registration under such Act. The Company shall file a Registration Statement on Form S-8 pursuant to the Securities Act of 1933, as amended, covering the shares to be offered pursuant to the Plan and will use its best efforts to maintain such registration at all times necessary to permit holders of options to exercise them.

The obligation of the Company to issue shares upon the exercise of an option shall also be subject as conditions precedent to compliance with applicable provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, state securities laws, rules and regulations under any of the foregoing and applicable requirements of any securities exchange upon which the Company's securities shall be listed.

The Company may endorse an appropriate legend referring to the foregoing restrictions upon the certificate or certificates representing any shares issued or transferred to the Optionee upon the exercise of any option granted under this Plan.

14. EFFECTIVE DATE OF PLAN. This Plan shall become effective upon its adoption by the Board of Directors of the Company; provided, however, if the Agreement is not ratified by SWAPA on or before August 20, 2002, this Plan shall be null and void.

Exhibit A

STOCK OPTION GRANTS

On the date of ratification of Letter Agreement No. 26 to the Agreement, options will be granted to persons employed as Pilots by the Company (including Management Pilots) according to the following schedule. Pilots hired subsequent to August 19, 2002 will be granted options on their date of hire.

<Table>
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MONTH OF HIRE	TOTAL GRANT	MONTH OF HIRE	TOTAL GRANT	MONTH OF HIRE	TOTAL GRANT	MONTH OF HIRE	TOTAL GRANT	MONTH OF HIRE	TOTAL GRANT

- --

Before 7,728

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Sep-93	7,728	May-96	7,548	Jan-99	7,328	Sep-01	4,452	May-04	3,052
Oct-93	7,725	Jun-96	7,542	Feb-99	7,321	Oct-01	4,417	Jun-04	2,979
Nov-93	7,722	Jul-96	7,536	Mar-99	7,314	Nov-01	4,382	Jul-04	2,906
Dec-93	7,719	Aug-96	7,530	Apr-99	7,307	Dec-01	4,347	Aug-04	2,833
Jan-94	7,716	Sep-96	7,524	May-99	7,300	Jan-02	4,312	Sep-04	2,760
Feb-94	7,713	Oct-96	7,516	Jun-99	7,293	Feb-02	4,277	Oct-04	2,617
Mar-94	7,710	Nov-96	7,508	Jul-99	7,286	Mar-02	4,242	Nov-04	2,474
Apr-94	7,707	Dec-96	7,500	Aug-99	7,279	Apr-02	4,207	Dec-04	2,331
May-94	7,704	Jan-97	7,492	Sep-99	7,272	May-02	4,172	Jan-05	2,188
Jun-94	7,701	Feb-97	7,484	Oct-99	7,163	Jun-02	4,137	Feb-05	2,045
Jul-94	7,698	Mar-97	7,476	Nov-99	7,054	Jul-02	4,102	Mar-05	1,902
Aug-94	7,695	Apr-97	7,468	Dec-99	6,945	Aug-02	4,067	Apr-05	1,759
Sep-94	7,692	May-97	7,460	Jan-00	6,836	Sep-02	4,032	May-05	1,616
Oct-94	7,684	Jun-97	7,452	Feb-00	6,727	Oct-02	3,999	Jun-05	1,473
Nov-94	7,676	Jul-97	7,444	Mar-00	6,618	Nov-02	3,966	Jul-05	1,330
Dec-94	7,668	Aug-97	7,436	Apr-00	6,509	Dec-02	3,933	Aug-05	1,187
Jan-95	7,660	Sep-97	7,428	May-00	6,400	Jan-03	3,900	Sep-05	1,044
Feb-95	7,652	Oct-97	7,422	Jun-00	6,291	Feb-03	3,867	Oct-05	957
Mar-95	7,644	Nov-97	7,416	Jul-00	6,182	Mar-03	3,834	Nov-05	870
Apr-95	7,636	Dec-97	7,410	Aug-00	6,073	Apr-03	3,801	Dec-05	783
May-95	7,628	Jan-98	7,404	Sep-00	5,964	May-03	3,768	Jan-06	696
Jun-95	7,620	Feb-98	7,398	Oct-00	5,838	Jun-03	3,735	Feb-06	609
Jul-95	7,612	Mar-98	7,392	Nov-00	5,712	Jul-03	3,702	Mar-06	522
Aug-95	7,604	Apr-98	7,386	Dec-00	5,586	Aug-03	3,669	Apr-06	435
Sep-95	7,596	May-98	7,380	Jan-01	5,460	Sep-03	3,636	May-06	348
Oct-95	7,590	Jun-98	7,374	Feb-01	5,334	Oct-03	3,563	Jun-06	261
Nov-95	7,584	Jul-98	7,368	Mar-01	5,208	Nov-03	3,490	Jul-06	174
Dec-95	7,578	Aug-98	7,362	Apr-01	5,082	Dec-03	3,417	Aug-06	87
Jan-96	7,572	Sep-98	7,356	May-01	4,956	Jan-04	3,344	Sep-06	--
Feb-96	7,566	Oct-98	7,349	Jun-01	4,830	Feb-04	3,271		
Mar-96	7,560	Nov-98	7,342	Jul-01	4,704	Mar-04	3,198		
Apr-96	7,554	Dec-98	7,335	Aug-01	4,578	Apr-04	3,125		

</Table>

Vesting Requirements

Options will vest on the last day of the month of each month beginning

September 2004 through August 2006 for Optionees who are on paid status on the first day of that month and none other. The number of options vesting each month will be determined in accordance with the following schedule:

Monthly Vesting Schedule

Step*	Twelve months beginning 9/30/04	Twelve months beginning 9/30/05
12	315	329
11	312	325
10	308	322
9	305	318
8	301	315
7	298	311
6	295	308
5	189	198
4	173	180
3	156	163
2	140	147
1	83	87

* Years of Service as of date of monthly vesting

For example, in September 2004, a 12- year Captain would vest in 315 options on September 2004.

For further example, a Pilot hired on February 1, 2002 would be granted a total of 4,277 options. On September 30, 2004, that Pilot will be a third-year First Officer. He will vest in 156 options per month from September 30, 2004 through January 31, 2005. Beginning February 28, 2005, and on the last day of each month through August 31, 2005, that Pilot will vest in 173 options per month, increasing on September 30, 2005 to 180 options per month through January 31, 2006. In

February 2006, the Pilot becomes a 5th-year First Officer. Accordingly, he will now vest in 198 options per month from February 28, 2006 through August 31, 2006. The example assumes the Pilot was on paid status on the first day of the month.

New Hire Vesting

Pilots hired in or before August 2003 will vest in options starting in September 2004, since these Pilots will have successfully completed probation by that time. Pilots hired after August 2003 will receive an option on their date of hire, and will begin vesting on the first vesting date after successful completion of probation (one year after date of hire). The first month of vesting will include the number of shares as calculated in the above vesting schedule, plus all options eligible to be accumulated during probation. In subsequent months, options will vest according to the above vesting schedule.

For example, a Pilot hired in October 2004 will be granted 2,617 options in October 2004. From October 2004 to August 2005, the Pilot will accumulate 83 options per month (the step 1 First Officer rate), totaling 913 options. In September 2005, the monthly amount increases to 87 options, so that by the Pilots' anniversary date in October 2005, he will have accumulated 1,000 options while on probation. In October 2005, the Pilot will be off probation and will vest in his 1,000 options earned during probation, plus the 147 options earned at the step 2 First Officer rate in the month of October 2005. The Pilot will then vest in 147 options per month from November 2005 through August 2006.

For further example, a Pilot hired in July 2004 will be granted 2,906 options in July 2004. From September 30, 2004, through June 30, 2005, the Pilot will accumulate 83 options per month (the step 1 First Officer rate), totaling 830 options. On July 31, 2005, the Pilot will vest in 830 options accumulated during probation, plus 140 options for one month (July 2005) at step 2 First Officer rates, totaling 970. The Pilot will then vest in 140 options for the month of August on August 31, 2005. Beginning in September 2005, the Pilot will vest in 147 step 2 First Officer options through June 30, 2006. On July 1, 2006, the Pilot becomes a step 3 First Officer, and begins vesting in 163 options per month from July 2006 through August 31, 2006. The examples shown above assume the Pilots were on paid status on the first day of the month.

Retiring Pilots

Pilots who retire due to the FAA's mandatory retirement rule will vest in the options attributable to the month they retire, assuming they are on paid status on the first day of the month. Pilots retiring early will not vest in their final month of employment unless they are an Employee on the last day of that month (the vesting date) and were on paid status on the first day of the month.

Military Leave

Notwithstanding the foregoing, Pilots on active duty military leave, upon returning to paid status, will, on the last day of the first month during which they were on paid status on the first day of the month, vest in all options for which they would have vested had they not been on military leave.

EXHIBIT 4.2

SOUTHWEST AIRLINES CO.

2002 BONUS SWAPA NON-QUALIFIED
STOCK OPTION PLAN

SOUTHWEST AIRLINES CO., a Texas corporation (the "Company"), hereby formulates and adopts the following 2002 Bonus SWAPA Non-Qualified Stock Option Plan.

1. PURPOSE. This Plan is adopted pursuant to proposed Letter of Agreement No. 26, to the Collective Bargaining Agreement (the "Agreement") between the Company and the Southwest Airlines Pilots Association ("SWAPA") ratified on January 12, 1995.

2. ADMINISTRATION. This Plan shall be administered by an Administrative Committee (the "Committee") consisting of not more than five (5) persons designated from time to time by the Chief Executive Officer of the Company, including as one of its members the President of SWAPA or his or her designee. Members of the Committee (except the President of SWAPA or his designee) may be removed or replaced at any time by the Chief Executive Officer of the Company. The Administrative Committee shall select one of its members as Chairman and shall adopt such rules and regulations as it shall deem appropriate concerning the holding of its meetings, the transaction of its business and the administration of this Plan. A majority of the whole Committee shall constitute a quorum, and the act of a majority of the members of the Committee present at a meeting at which a quorum is present shall be the act of the Committee; any decision or determination reduced to writing and signed by a majority of the members of the Administrative Committee shall be fully as effective as if made by a majority vote at a meeting duly called and held.

3. GRANT OF OPTIONS; PERSONS ELIGIBLE. The Stock Option Committee of the Board of Directors of the Company, or such other committee as may be appointed by the Board, shall have the authority and responsibility, within the limitations of this Plan, to grant options from time to time to persons employed as Pilots (including Pilots in management positions retaining seniority numbers ("Management Pilots") by the Company pursuant to the Agreement and as set forth in the schedule attached as Exhibit A and made a part hereof. Options shall be granted at an exercise price equal to the fair market value of the Common Stock of the Company on the date of the grant of the option with initial grants on the date of ratification of Letter of Agreement No.

26. Only persons who are employed as Pilots of the Company, including Management Pilots on the date of the grant may be granted options under this Plan; under no circumstances shall officers of the Company be eligible to receive options hereunder.

4. DEFINITIONS. An employee receiving any option under this Plan is hereinafter referred to as an "Optionee." Any reference herein to the employment of an Optionee with the Company shall include only employment with the Company. The fair market value of the Common Stock on any day shall be the mean between the highest and lowest quoted selling prices of the Common Stock on such day as reported by the primary national stock exchange on which such stock is listed. If no sale shall have been made on that day, or if the Common Stock is not listed on a national exchange at that time, fair market value will be determined by the Committee. If the date of grant is not a business day, the grant price will be calculated using the immediately preceding business day.

5. STOCK SUBJECT TO OPTIONS. Subject to the provisions of paragraph 12, the number of shares of the Company's Common Stock subject at any one time to options, plus the number of such shares then outstanding pursuant to exercises of options, granted under this Plan, shall not exceed 7,200,000 shares. If, and to the extent the options granted under this Plan terminate or expire without having been exercised, new options may be granted with respect to the shares covered by such terminated or expired options; provided that the granting and terms of such new options shall in all respects comply with the provisions of this Plan.

Shares sold or distributed upon the exercise of any option granted under this Plan may be shares of the Company's authorized and unissued Common Stock, shares of the Company's issued Common Stock held in the Company's treasury, or both.

There shall be reserved at all times for sale or distribution under this Plan a number of shares of Common Stock (either authorized and unissued shares or shares held in the Company's treasury, or both) equal to the maximum number of shares which may be purchased or distributed upon the exercise of options granted under this Plan.

Exercise of an Option in any manner shall result in a decrease in the number of shares of Common Stock which may thereafter be available, both for purposes of this Plan and for sale to any one individual, by the number of shares as to which the Option is exercised.

6. EXPIRATION AND TERMINATION OF THE PLAN. This Plan will expire on December 31, 2006, except as to any options then outstanding under this Plan, which shall remain in effect until they have been exercised or expired.

No modification, extension, renewal or other change in any option granted under this Plan shall be made after the grant of such option unless the same is consistent with the provisions of this Plan.

7. EXERCISABILITY AND DURATION OF OPTIONS.

(a) Exercisability. Options granted under this Plan shall become exercisable pursuant to the vesting schedule and requirements set forth in Exhibit A attached hereto.

(b) Duration. The unexercised portion of any option granted under this Plan shall automatically and without notice terminate and become null and void at the time of the earliest to occur of the following:

(1) the expiration of twelve years from the date of grant;

(2) The expiration of three months from the date of termination of the Optionee's employment with the Company (unless such termination was as a result of the circumstances set forth in subparagraphs (3) or (4) below); provided that if the Optionee shall die during such 3-month period the provisions of subparagraph (3) below shall apply;

(3) The expiration of 12 months from the Optionee's death, if the Optionee's death occurs either during his employment with the Company, during the three-month period following the date of termination of such employment, or during the 24-month period following retirement as a result of FAA-imposed mandatory retirement age; or

(4) The expiration of 24 months following the retirement of the Optionee as a result of FAA-imposed mandatory retirement age; provided that if the Optionee shall die during such 24-month period, the provisions of subparagraph (3) above shall apply.

In the case of subparagraphs (2), (3) and (4) above, the Optionee shall have the right to exercise any Option prior to such expiration to the extent it was exercisable at the date of such termination of employment and shall not have been exercised.

8. EXERCISE OF OPTIONS.

(a) Procedure. The option granted herein shall be exercised by the Optionee (or by the person who acquires such options by will or the laws of descent and distribution or otherwise by reason of the death of the Optionee) as to all or part of the shares covered by the option by giving notice of the exercise thereof (the "Notice") to the Company. From time to time the Committee may establish procedures relating to

effecting such exercises. No fractional shares shall be issued as a result of exercising an Option.

(b) Payment. In the Notice, the Optionee shall elect whether he or she is to pay for his or her shares in cash or in Common Stock of the Company, or both. If payment is to be made in cash, the Optionee shall deliver to the Company funds in the amount of the exercise price on or before the exercise date. If payment is to be made in Common Stock, (a) it shall be valued at its fair market value on the date of such notice, as determined pursuant to Paragraph 4 hereof; (b) such Common Stock must have been owned by the Optionee for at least six months prior to the exercise date; and (c) the Notice shall be accompanied by documentation as proof of ownership for the number of shares of Common Stock to be used as payment.

(c) Irrevocable Election. The giving of such notice to the Company shall constitute an irrevocable election to purchase the number of shares specified in the notice on the date specified in the notice.

(d) Withholding Taxes. To the extent that the exercise of any Option granted pursuant to this Plan or the disposition of shares of Common Stock acquired by exercise of an Option results in compensation income to the Optionee for federal or state income tax purposes, the Optionee shall deliver to the Company at the time of such exercise or disposition such amount of money as the Company may require to meet its obligation under applicable tax laws or regulations, and, if the Optionee fails to do so, the Company is authorized to (a) withhold delivery of certificates upon exercise and (b) withhold from remuneration then or thereafter payable to Optionee any tax required to be withheld by reason of such resulting compensation income.

(e) Delivery of Shares. The Company shall cause shares to be delivered to the Optionee (or the person exercising the Optionee's options in the event of death) as soon as practicable after the exercise date.

9. NONTRANSFERABILITY OF OPTIONS. No option granted under this Plan or any right evidenced thereby shall be transferable by the Optionee other than by will or the laws of descent and distribution. During the lifetime of an Optionee, only the Optionee (or his or her guardian or legal representative) may exercise his or her options.

In the event of the Optionee's death during his or her employment with the Company, during the three-month period following the date of termination of such employment, or during the 24-month period following FAA-mandated retirement, the Optionee's options shall thereafter be exercisable by his or her executor or administrator, or by the person who acquires such options by will or the laws of descent and distribution or otherwise by reason of the death of the Optionee.

10. RIGHTS OF OPTIONEE. Neither the Optionee nor his or her executors, administrators, or legal representatives shall have any of the rights of a shareholder of

the Company with respect to the shares subject to an option granted under this Plan until certificates for such shares shall have been issued upon the exercise of such option.

11. RIGHT TO TERMINATE EMPLOYMENT. Nothing in this Plan or in any option granted under this Plan shall confer upon any Optionee the right to continue in the employment of the Company or affect the right of the Company or any of its subsidiaries to terminate the Optionee's employment at any time; subject, however, to the provisions of the Agreement.

12. ADJUSTMENT UPON CHANGES IN CAPITALIZATION, ETC.

(a) The existence of the Plan and the options granted hereunder shall not affect in any way the right or power of the Board of Directors or the shareholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Common Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

(b) The shares with respect to which options may be granted are shares of Common Stock as presently constituted, but if, and whenever, prior to the expiration of an option theretofore granted, the Company shall effect a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend on Common Stock without receipt of consideration by the Company, the number of shares of Common Stock with respect to which such option may thereafter be exercised (i) in the event of an increase in the number of outstanding shares shall be proportionately increased, and the purchase price per share shall be proportionately reduced, and (ii) in the event of a reduction in the number of outstanding shares shall be proportionately reduced, and the purchase price per share shall be proportionately increased; likewise, the number of shares to be granted pursuant to the schedule set forth in Exhibit A shall be appropriately adjusted. In the event of any such change in the outstanding Common Stock, the aggregate number of shares available under the Plan shall be appropriately adjusted by the Board of Directors of the Company, whose determination shall be conclusive.

(c) If the Company recapitalizes or otherwise changes its capital structure, thereafter upon any exercise of an option theretofore granted the Optionee shall be entitled to purchase under such option, in lieu of the number of shares of Common Stock as to which such option shall then be exercisable, the number and class of shares of stock and securities to which the Optionee would have been entitled pursuant to the terms of the recapitalization if, immediately prior to such recapitalization, the Optionee had been the holder of record of the number of shares of Common Stock as to which such option is then exercisable. If the Company shall not be the

surviving entity in any merger or consolidation (or survives only as a subsidiary of an entity other than a previously wholly-owned subsidiary of the Company) or if the Company is to be dissolved or liquidated, then unless a surviving corporation assumes or substitutes new options for Options then outstanding hereunder (i) the time at which such Options may be exercised shall be accelerated and such Options shall become exercisable in full on or before a date fixed by the Company prior to the effective date of such merger or consolidation or such dissolution or liquidation, and (ii) upon such effective date Options shall expire.

(d) Except as hereinbefore expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Common Stock subject to options theretofore granted or to be granted or the purchase price per share.

13. PURCHASE FOR INVESTMENT AND LEGALITY. The Optionee, by acceptance of any option granted under this Plan, shall represent and warrant to the Company that the purchase or receipt of shares of Common Stock upon the exercise thereof shall be for investment and not with a view to distribution, provided that such representation and warranty shall be inoperative if, in the opinion of counsel to the Company, a proposed sale or distribution of such shares is pursuant to an applicable effective registration statement under the Securities Act of 1933 or is, without such representation and warranty, exempt from registration under such Act. The Company shall file a Registration Statement on Form S-8 pursuant to the Securities Act of 1933, as amended, covering the shares to be offered pursuant to the Plan and will use its best efforts to maintain such registration at all times necessary to permit holders of options to exercise them.

The obligation of the Company to issue shares upon the exercise of an option shall also be subject as conditions precedent to compliance with applicable provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, state securities laws, rules and regulations under any of the foregoing and applicable requirements of any securities exchange upon which the Company's securities shall be listed.

The Company may endorse an appropriate legend referring to the foregoing restrictions upon the certificate or certificates representing any shares issued or transferred to the Optionee upon the exercise of any option granted under this Plan.

14. EFFECTIVE DATE OF PLAN. This Plan shall become effective upon its adoption by the Board of Directors of the Company; provided, however, if the Agreement is not ratified by SWAPA on or before August 20, 2002, this Plan shall be null and void.

EXHIBIT A

STOCK OPTION GRANTS

On the Date of Ratification of Letter Agreement No. 26 to the Agreement, options will be granted to persons employed as Pilots by the Company (including Management Pilots) according to the following schedule.

OPTION AMOUNTS PER MONTH OF HIRE

<Table>
<Caption>

MONTH OF HIRE

YEAR OF HIRE	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Before Sep 1983	--	--	--	--	--	--	--	--
Sep 1983 - Aug 1984	40	40	40	40	39	39	39	39
Sep 1984 - Aug 1985	118	118	117	117	116	115	115	114
Sep 1985 - Aug 1986	272	271	270	268	267	266	265	263
Sep 1986 - Aug 1987	499	497	495	493	491	489	487	485
Sep 1987 - Aug 1988	798	795	792	789	786	783	780	777
Sep 1988 - Aug 1989	1,166	1,162	1,158	1,154	1,151	1,147	1,143	1,139
Sep 1989 - Aug 1990	1,604	1,593	1,581	1,570	1,558	1,547	1,536	1,524
Sep 1990 - Aug 1991	2,032	2,013	1,994	1,974	1,955	1,936	1,917	1,897
Sep 1991 - Aug 1992	2,447	2,420	2,393	2,365	2,338	2,311	2,284	2,256
Sep 1992 - Aug 1993	2,847	2,811	2,776	2,740	2,705	2,669	2,634	2,598
Sep 1993 - Aug 1994	3,188	3,143	3,097	3,051	3,005	2,960	2,914	2,868
Sep 1994 - Aug 1995	2,640	2,585	2,529	2,474	2,419	3,090	3,035	2,980
Sep 1995 - Aug 1996	3,349	3,286	3,223	3,160	3,097	3,034	2,971	2,908
Sep 1996 - Aug 1997	3,157	3,088	3,019	2,950	2,880	2,811	2,742	2,672
Sep 1997 - Aug 1998	2,810	2,736	2,662	2,588	2,514	2,440	2,365	2,291
Sep 1998 - Aug 1999	2,325	2,249	2,173	2,098	2,022	1,947	1,871	1,796
Sep 1999 - Aug 2000	1,741	1,692	1,643	1,594	1,545	1,496	1,447	1,398
Sep 2000 - Aug 2001	1,395	1,351	1,308	1,264	1,220	1,176	1,132	1,089
Sep 2001 - Aug 2002	1,031	992	954	915	876	837	798	759
Sep 2002 - Aug 2003	646	612	578	544	510	476	442	408
Sep 2003 - Aug 2004	238	218	198	178	159	139	119	99

<Caption>

MONTH OF HIRE				
YEAR OF HIRE	May	Jun	Jul	Aug
<S>	<C>	<C>	<C>	<C>
Before Sep 1983	--	--	--	--
Sep 1983 - Aug 1984	39	38	38	38
Sep 1984 - Aug 1985	113	113	112	111
Sep 1985 - Aug 1986	262	261	260	258
Sep 1986 - Aug 1987	483	481	479	477
Sep 1987 - Aug 1988	774	771	768	765
Sep 1988 - Aug 1989	1,135	1,131	1,127	1,123
Sep 1989 - Aug 1990	1,513	1,501	1,490	1,478
Sep 1990 - Aug 1991	1,878	1,859	1,840	1,821
Sep 1991 - Aug 1992	2,229	2,202	2,175	2,147
Sep 1992 - Aug 1993	2,563	2,528	2,492	2,457
Sep 1993 - Aug 1994	2,823	2,777	2,731	2,686
Sep 1994 - Aug 1995	2,924	2,869	2,814	2,759
Sep 1995 - Aug 1996	2,845	2,782	2,718	2,655
Sep 1996 - Aug 1997	2,603	2,534	2,464	2,395
Sep 1997 - Aug 1998	2,217	2,143	2,069	1,995
Sep 1998 - Aug 1999	1,720	1,645	1,569	1,494
Sep 1999 - Aug 2000	1,349	1,300	1,251	1,202
Sep 2000 - Aug 2001	1,045	1,001	957	913
Sep 2001 - Aug 2002	721	682	643	604
Sep 2002 - Aug 2003	374	340	306	272
Sep 2003 - Aug 2004	79	59	40	20

</Table>

Vesting Requirements

Options will vest immediately for all Pilots on paid status; Pilots on unpaid status on the grant date will vest upon returning to paid status by September 1, 2004.

New Hire Grants and Vesting

Pilots hired after Date of Ratification will receive options according to Exhibit A. Options will be granted on the Date of Hire and will vest upon successfully completing probation.

EXHIBIT 5

SOUTHWEST AIRLINES CO.

Deborah Ackerman
Vice President - General Counsel

P.O. Box 36611
Dallas, Texas 75235-1611
(214) 792-4665
Facsimile: (214) 792-6200

August 19, 2002

Southwest Airlines Co.
P.O. Box 36611
Dallas, TX 75235

Dear Sirs:

I have represented Southwest Airlines Co., a Texas corporation (the "Company"), in connection with the registration with the Securities and Exchange Commission under the Securities Act of 1933 of the shares of the common stock, $1 par value of the Company ("Common Stock") to be issued by the Company from time to time upon the exercise of stock options pursuant to the Southwest Airlines Co. 2002 SWAPA Non-Qualified Stock Option Plan and the Southwest Airlines Co. 2002 SWAPA Bonus Non-Qualified Stock Option Plan(together, the "Plans").

In this connection, I have examined originals, or copies certified or otherwise identified to my satisfaction, of such documents, corporate and other records, certificates and other papers as I deemed it necessary to examine for the purpose of this opinion, including the Registration Statement of the Company for the registration of the Common Stock to be issued pursuant to the Plans on Form S-8 under the Securities Act of 1933 (the "Registration Statement").

Based on such examination, it is my opinion that the shares of Common Stock registered under the Registration Statement when issued pursuant to the terms of the Plans will, upon the payment of the consideration therefor required by the terms of the Plans, be validly issued, fully paid and non-assessable.

I consent to the use of this opinion as an exhibit to the Registration Statement. In giving this consent, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulation thereunder.

Sincerely,

Deborah Ackerman

DA:lss

EXHIBIT 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2002 SWAPA Non-Qualified Stock Option Plan and the 2002 SWAPA Bonus Non-Qualified Stock Option Plan of Southwest Airlines Co. of our report dated January 16, 2002, with respect to the consolidated financial statements of Southwest Airlines Co. included in its Annual Report (Form 10-K) for the year ended December 31, 2001, filed with the Securities and Exchange Commission.

August 22, 2002