

## **ARTICLE 1 - RECOGNITION AND SCOPE**

The Company hereby recognizes the Union as the sole collective bargaining agent and authorized representative for those Employees of Southwest Airlines Co., composing the craft or class of Flight Simulator Technicians as certified by the National Mediation Board in Case No. R-6113 on June 4, 1992.

It is understood that Employees covered by this Agreement will perform the maintenance of Flight Simulators and other work functions as described in the classifications of Flight Simulator Technician **and Simulation Engineer**, at the Southwest Airlines Training Center and such other locations as may be assigned. Because it is extremely difficult to define certain work as totally inclusive or exclusive of the covered Employees work scope, the parties agree that to the extent possible past practices shall govern. It is expressly agreed that management and vendor personnel may render assistance to covered Employees and, further, may participate in and be responsible for the design, development, modification, and experimental work associated with the flight simulator function.

It is understood that when the orderly and efficient operation of the training facility may require it or when sufficient qualified personnel are not readily available, supervisors and other qualified personnel may perform or assist in performing any work that may be necessary to complete a particular operation.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. It is agreed that if the Company voluntarily transfers the control, operation or management of substantially all of the assets of its business to another person, entity, company, corporation, or firm for the purpose of enabling such transferee to conduct scheduled flight operations over the Company's routes, the Company will require such transferee to assume the obligations of this Agreement by specific provision in the agreement of transfer; and it being understood that the Company considers the members of the bargaining unit to be thoroughly competent Employees (except where recent disciplinary actions are part of the Employee's personnel file), the Company will give its highest recommendation that any such transferee permanently employ those individuals who are employed within the bargaining unit at the time of such transfer.

The right to manage and direct the work force is exclusively vested in and retained by the Company. Employees covered by this agreement shall be governed by all Company policies, rules, regulations and orders previously or hereafter issued which are not in conflict with the express terms of this Agreement and which have been made available to the affected Employees. It is agreed that the rights listed herein shall not be deemed to exclude other pre-existing rights of management not listed which are not in conflict with the terms of this Agreement.

#### **ARTICLE 4 - COMPENSATION**

- (a) Monthly compensation (Base Rate) for covered Flight Simulator Technician Employees is as set forth on the following table:

Simulator Technician (by hour)				
<u>Years of Service</u>	<u>'24-'25 DOR</u>	<u>'25-'26 DOR +1 Yr.</u>	<u>'26-'27 DOR +2 Yrs.</u>	<u>'27-'28* DOR +3 Yrs.</u>
1	45.90	47.28	48.70	50.16
2	51.08	52.61	54.19	55.82
3	55.93	57.61	59.34	61.12
4	60.80	62.62	64.50	66.44
5	61.41	63.25	65.15	67.10
6	62.32	64.19	66.12	68.10
7	62.93	64.82	66.76	68.77
8	63.85	65.76	67.73	69.77
9	64.45	66.38	68.38	70.43

Simulator Technician (by month)				
<u>Years of Service</u>	<u>'24-'25 DOR</u>	<u>'25-'26 DOR +1 Yr.</u>	<u>'26-'27 DOR +2 Yrs.</u>	<u>'27-'28* DOR +3 Yrs.</u>
1	7,956.00	8,195.20	8,441.33	8,694.40
2	8,853.87	9,119.07	9,392.93	9,675.47
3	9,694.53	9,985.73	10,285.60	10,594.13
4	10,538.67	10,854.13	11,180.00	11,516.27
5	10,644.40	10,963.33	11,292.67	11,630.67
6	10,802.13	11,126.27	11,460.80	11,804.00
7	10,907.87	11,235.47	11,571.73	11,920.13
8	11,067.33	11,398.40	11,739.87	12,093.47
9	11,171.33	11,505.87	11,852.53	12,207.87

Simulation Engineer (by hour)				
Years of Service	'24-'25 DOR	'25-'26 DOR +1 Yr.	'26-'27 DOR +2 Yrs.	'27-'28* DOR +3 Yrs.
1	54.85	56.50	58.20	59.95
2	58.74	60.50	62.32	64.19
3	64.32	66.25	68.24	70.29
4	69.92	72.02	74.18	76.41
5	70.62	72.74	74.92	77.17
6	71.67	73.82	76.03	78.31
7	72.37	74.54	76.78	79.08
8	73.43	75.63	77.90	80.24
9	74.12	76.34	78.63	80.99

Simulation Engineer (by month)				
Years of Service	'24-'25 DOR	'25-'26 DOR +1 Yr.	'26-'27 DOR +2 Yrs.	'27-'28* DOR +3 Yrs.
1	9,507.33	9,793.33	10,088.00	10,391.33
2	10,181.60	10,486.67	10,802.13	11,126.27
3	11,148.80	11,483.33	11,828.27	12,183.60
4	12,119.47	12,483.47	12,857.87	13,244.40
5	12,240.80	12,608.27	12,986.13	13,376.13
6	12,422.80	12,795.47	13,178.53	13,573.73
7	12,544.13	12,920.27	13,308.53	13,707.20
8	12,727.87	13,109.20	13,502.67	13,908.27
9	12,847.47	13,232.27	13,629.20	14,038.27

Note: The new pay rates set forth above will be in effect no later than first full pay period following DOR d . Employees who have a current hourly rate that is higher than the rate they would receive at DOR will be bumped up to the next highest pay step and stay at that rate until their pay seniority date in 2024.

Note: \*The effect of the rates for '27-'28 are subject to an early opener of this Agreement, pursuant to:

### **Ratification Bonus:**

For the purpose of Ratification Bonus computation, "Adjusted Compensation" is defined as an Employee's 401(k) eligible wages less any Bonus payments.

Employees on the seniority list as of Date of Ratification (DOR) will be eligible for an amount to be equivalent to 4.83% of 2023 401(k) "Adjusted Compensation" if Tentative Agreement (TA) is ratified by September 15, 2024, but in no case will an Employee receive less than \$1500.00. The Ratification Bonus will be in addition to the \$1,700.00 bonus in exchange for the Regular Medical Plan. The Ratification Bonus and Regular Medical Plan bonus payments are eligible for 401(k) match and will be paid within sixty (60) calendar days following DOR with the Employee's regular paycheck.

(b) Simulator Reliability Bonus

Measured on an annual basis, excluding conditions unrelated to normal department performance or duties, should the Flight Simulation Training Device (FSTD) be maintained at a minimum of 99%, each **Employee** shall be paid a 1% Simulator Reliability Bonus based upon their "Adjusted Compensation" for the calendar years **2024, 2025, 2026, and if applicable pursuant to, 2027**. If achieved, the bonus will be paid no later than **April 5<sup>th</sup>** the following year.

**Definition:** FSTD Reliability is determined by the comparison of scheduled training periods versus the inability to utilize the training period and expressed as a percentage.

- (c) The Company shall assign a Shift Lead Simulator Technician on each shift. A Shift Lead Technician shall receive an additional three dollars (\$3.00) per hour compensation when serving in such capacity.
- (d) Whenever the Company determines the need for the assignment of a Simulator Technician Specialist in a particular area of expertise (i.e., software, hardware, visual modeling, etc.) such Simulator Technician Specialists shall receive an additional three dollars (\$3.00) per hour compensation when serving in such capacity. Replacement of a Simulator Technician Specialist during an absence will not be required. Future project opportunities will be published at least quarterly.
- (e) A Lead Project Specialist will be assigned at the discretion of the Company. Duties will include responsibility for multiple project specific requirements as assigned, including but not limited to: interaction with manufactures and/or vendors, part procurement, scheduling, coordination of all associated Company departments, assignment of personnel and travel associated with these duties. Employees assigned to Lead Project Specialist position shall be compensated an additional six dollars (\$6.00) per hour for all hours worked in such capacity.
- (f) Senior Lead Project Specialist is assigned by and reports directly to, the Manager of Flight Simulation. Job duties include, however not limited to: directing and coordination of all engineering projects, aircraft and manufacture updates, new equipment acquisitions, directs and coordinates all maintenance activity for Lead Project Specialist and travel associated with these duties. An Employee assigned to the Senior Lead Project Specialist shall be compensated an additional seven dollars (\$7.00) per hour for all hours served in such capacity.
- (g) Field Service— When an **Employee's** work assignment requires travel one hundred (100) miles or more away from their base (Field Service), in addition to the applicable hourly rate of pay, **an Employee** shall be compensated an additional three dollars (\$3.00) per hour (Field Service Premium). Field Service is subject to overtime.
- (h) Vacation and overtime pay shall be computed on the basis of the Employee's regular rate of pay including premiums, longevity and differentials, if applicable.
- (i) For each year of classification seniority (Longevity) **an Employee** accrues, their pay shall be increased by ten dollars (\$10) a month, up to a maximum of two hundred fifty dollars (\$250) a month.
- (j) Changes in rates of pay will occur as follows:
  - If the Seniority date falls in the 1<sup>st</sup> to 15<sup>th</sup> of current month, the increase will be effective

on the 1<sup>st</sup> of the current month for pay on the 20<sup>th</sup>.

- Likewise, if the Seniority date falls on the 16<sup>th</sup> to end of month of current month, the increase will be effective on the 16<sup>th</sup> of the current for pay on the 5<sup>th</sup> of the following month.
- Should the regular payday fall on Saturday or a holiday, Employees will be paid on the preceding day.
- Should the regular payday fall on Sunday, Employees will be paid on the following Monday, unless such Monday is a holiday, in which case Employees will be paid on the preceding Friday.
- If a regular payday falls on a Monday which is a Company-recognized holiday, Employees will be paid on the following Tuesday. Employees will be paid during their regular working hours.

- (k) The Company may, in its discretion, recognize prior experience and market conditions when hiring, and place an **Employee** on the progressive scale at a rate above the minimum. If a newly hired **Employee** is hired at a pay rate higher than the contractual entry level and is placed at a pay grade equal to or higher than other **Employee within their classification**, the Flight Simulator Technician or Simulation Engineer bypassed by the newly hired Employee shall be bumped up to a pay grade one pay level higher than the newly hired **Employee within their classification**. This process is to include Probationary **Employees within their classification**. In addition, if any bump in pay status results in multiple pay bypass conditions, all **Employee within their classification** bypassed will receive a pay bump to secure the proper seniority pay.

## **ARTICLE 6 - OVERTIME**

- (a) For pay purposes, the twenty-four (24) hour period starts with the beginning of an Employee's regular posted shift. Overtime rate of time and one-half shall be computed on an actual minute basis adjusted to the nearest tenth of an hour, with a minimum of one-half hour overtime.
- (b) Employees on an eight (8) hour day shall be paid an hourly rate of time and one-half for:
  - 1. All work performed either prior to or after regularly scheduled hours.
  - 2. The first twelve (12) hours worked on any one of the regularly scheduled days off.
- (c) Employees on a ten (10) hour day shall be paid an hourly rate of time and one-half for:
  - 1. All work performed either prior to or after regularly scheduled hours.
  - 2. The first twelve (12) hours worked on any one of the three (3) days off (on a four (4) on, three (3) off cycle) or any one (1) of the six (6) regularly scheduled days off (on an eight (8) on; six (6) off cycle).
- (d) Employees on an eight (8) hour day shall be paid an hourly rate of double time for:
  - 1. For all time worked on the second regularly scheduled day off in a work week, if a portion of the first day off was also worked.
  - 2. For all time worked in excess of twelve (12) consecutive hours, regardless of the starting time of such time.
- (e) Employees on a ten (10) hour day shall be paid an hourly rate of double time for:
  - 1. All hours in excess of twelve (12) hours worked on the days specified in (c)(2) above.
  - 2. For all scheduled days off worked in excess of one (1) day on a four (4) on; three (3) off cycle and for all scheduled days off worked in excess of one (1) day on an eight (8) on; six (6) off cycle.
  - 3. For all time worked in excess of twelve (12) consecutive hours, regardless of the starting time of such work.
- (f) Any Employee recalled to work on a regularly scheduled work day or required to report to work on their regularly scheduled day off will be paid a minimum of four (4) hours pay at the applicable rate.
- (g) No overtime shall be worked except by direction of the proper supervisory personnel for the Company. Additional assistance may be called in by the on-duty technician only if help is urgently needed and no management personnel are available to contact.

- (h) When an Employee as a result of a shift bid, changes their days off, no overtime will be paid as a result of such change.
- (i) Employees who work sixteen (16) consecutive hours or more must be given a rest period of at least eight (8) hours before being required to report to work again. In the event that this rest period extends into a regular work shift, the Employee will be paid for such time lost at their regular straight time rate. In no case will an Employee be required to, or subject themselves to, work more than two (2) consecutive shifts and must receive eight (8) hours rest before working another shift.
- (j) When an overtime shift of four (4) hours or more is available for bid/assignment, the shift will be offered to the workgroup via Company email. The shift will be awarded first to the Employee, who has the least number of hours of overtime for the year, unless the overtime is associated with a Flexible Work Assignment, or requires specialized skills, in which case the Company retains the right to assign the overtime to the Employee required for the specific task. In no case will a voluntary overtime shift be awarded or assigned to an Employee if the shift would cause the Employee to be on duty more than two (2) consecutive shifts. An Employee is required to have a minimum of eight (8) hours rest.
- (k) Employees are expected to monitor their own shifts and overtime assignments to not create a situation that would subject them to a rest violation. Understanding, if no other volunteers are available, this may require modification of full shift overtime awarded.
- (l) On January 1<sup>st</sup> of each year the overtime hours of each Employee will be reduced to zero (0), and a list of the Employees in seniority order will be posted. This will constitute the initial overtime call sheet.
- (m) Probationary Technicians will not be authorized shift coverage overtime.
- (n) Once the posted overtime is awarded, the hours will be added to the Technicians' total for the calendar year, prior to the next overtime award.
- (o) New Hire Technicians will receive the initial total of overtime as follows: Management will calculate the average overtime of all Technicians **within their classification** at the time probation has been completed and record the number on the official overtime log.
- (p) Fire Watch Overtime will be requested, at the discretion of Management, when no crew training is scheduled. Fire Watch Overtime will be offered in eight (8) hour shifts and pay will be at triple base pay (3X). Shift Leads and Specialists will be paid their associated rates per hours of work. The eight (8) hour required rest period will apply.
- (q) When an overtime requirement cannot be filled with voluntary overtime, the Company may assign mandatory overtime in reverse seniority order.
- (r) The Company and the Union will mutually agree, in writing, to the rules and conditions regarding the proper administration of overtime pursuant to this Article.

- (s) Simulation Engineers will not be counted as shift coverage and will not be eligible for shift trades outside of their classification.



## ARTICLE 8 - VACATIONS

- (a) Employees hereunder shall accrue vacation on a calendar year basis and become entitled to and receive vacation allowances during the year in accordance with the following.
1. All Employees who have been with the Company for less than one (1) year as of January 1 will receive 6 2/3 hours of vacation for each month of service. Prior to this January 1, at the employee's request, vacation may be advanced up to twenty (20) hours of this accrual. All Employees shall receive two (2) weeks' vacation beginning in the year following their first anniversary with the Company. All Employees shall receive three (3) weeks' vacation beginning in the year following their fifth anniversary with the Company. All Employees shall receive four (4) weeks' vacation beginning in the year following their tenth anniversary with the Company and five (5) weeks' vacation beginning in the year following their eighteenth anniversary with the Company. A vacation week shall be based on a four-day week or five-day week, as appropriate, pursuant to Article 3.
  2. Vacations are not cumulative but must be taken during the calendar year or untaken days will be lost, except as outlined above for first year Employees. If not taken by the end of that year due to a Company request that the Employee defer their vacation and the Employee agrees, the Employee shall be entitled to said deferred vacation during the succeeding calendar year or to pay in lieu of same at the option of the Employee.
  3. Employees who voluntarily resign with at least two weeks' notice, or who are involuntarily terminated will be paid for all vacation accrued up to the time of termination. Employees who terminate with less than two weeks' notice will forfeit compensation for vacation accrued in the year of termination but will be paid for vacation accrued in the previous calendar year but not taken.
  4. Vacation schedules shall be arranged by the Company to provide vacations for the Employees. At least one Employee will be permitted to take a vacation on any given shift on each day of the year. The Company will permit additional Employees to take vacation at any such time to the extent the needs of the operation allow.
  5. Employees will be awarded their vacations in seniority order, in weekly blocks, by rounds. A selection of multiple contiguous weekly blocks may be made as a single choice.
  6. An Employee may, with approval of the Company, split their vacation period by days or weeks. Vacations taken in increments of less than a week shall not count as selections under Paragraph 5. During the year an awarded week may include up to one day which is otherwise compensated (Holiday, Trade shift, etc.....).
  7. An Employee who is entitled to take at least three (3) weeks of vacation in a year may, at the Employee's option, be paid at the end of the year for up to **five (5) days** of vacation which was not taken and not bid during the year. Employees entitled to five (5) weeks of vacation shall have the option to be paid for up to **ten (10) days**. The Employee may elect to have such days unused vacation paid on the December 20<sup>th</sup>

paycheck by giving the company notice thereof no earlier than December 1, and no later than 7:00 a.m. on December 15, and such paid days will be removed from the Employee's vacation bank.

8. For an approved FMLA event (Employee or family), following year's vacation accruals may be used.

## **ARTICLE 9 - PROBATIONARY PERIOD**

- (a) An Employee shall be on probation for the first six (6) months of service in the Flight Simulator Department. Any scheduled work day missed will extend the probationary period by an equal number of days.
- (b) During probation, the Employee's work schedule, including shifts and days off, will be determined by the Company.
- (c) The Company may discharge, discipline or furlough any Employee during the probationary period without cause and without a hearing.

(d) Probationary Simulator Technicians

Probationary Simulator Technicians will be required to satisfactorily complete required tasks/training prior to the end of their probationary period. Probation may be extended at management's discretion. Notification via Company email will be given to IBT in the event a Flight Simulator Technician's probation is extended.

- (e) Probationary Technicians can be assigned extra work duties by Management.

(f) Probationary Flight Simulation Engineer

See Article 32 (I) (3).

## **ARTICLE 12 - ACCEPTANCE**

- (a) When a Flight Simulator Technician or Engineer is assigned the task of accepting new equipment, such Employee will be assigned daily work schedules based on the schedule of the Company providing the equipment being accepted. Overtime will be paid in accordance to Article 6.
- (b) When Flight Simulator Technician(s) or Engineer(s) is required to travel, for these purposes, shall be compensated in accordance with Article 4.
- (c) Acceptance of equipment involves the various tasks that may be accomplished prior to the initial FAA approval or qualification (as appropriate) of the equipment. Management and other Southwest Airlines Employees may be utilized for acceptance work.

### **ARTICLE 13 - REDUCTION IN FORCE**

- (a) When a reduction in force results in the layoff of full time Employees under this Agreement, such layoffs shall be handled separately in inverse order of Classification Seniority as provided in paragraph (b) of Article 10 hereof.
- (b) In the event of a reduction in force, notwithstanding other provisions of this Agreement, the reassignment of available Employees to maintain the stability and efficiency of the work force may be ~~effected~~ affected by the Company providing such reassignment is ~~effected-effective~~ within forty-five (45) days of the effective date of the layoff.
- (c) An Employee reassigned under the provision of this Article as a result of a reduction in force, will be offered the first opportunity to return to the assignment held prior to the reduction in force upon recall of the laid off Employee(s).
- (d) A covered Employee may exercise their seniority to displace the least senior Employee ~~within their classification~~ and shall maintain their protected hourly rate of pay.

## **ARTICLE 15 - LEAVES OF ABSENCE**

- (a) Where a justifiable reason exists, including union work, and when the requirements of the service will permit, any Employee hereunder shall, upon proper written application and approval of the Company, be granted a Leave of Absence in writing for a period not to exceed ninety (90) days, unless for sickness or injury. Under such leaves, the Employee shall retain and continue to accrue seniority and the Union shall be notified of all leaves granted. Such leave or leaves may be extended for additional periods not to exceed ninety (90) days each when approved by the Company, in writing, and seniority will accrue during such extension.
1. When the Leave of Absence has been granted because of sickness or injury, seniority shall accrue during the entire Leave of Absence. The maximum leave period for a Leave of Absence due to sickness or injury is three (3) years. Unless a brief extension of leave beyond the maximum leave period would allow the Employee to be able to return to work, at the end of the maximum leave period, the Employee will be considered as having voluntarily resigned and his/her employment will be terminated.
  2. Any Employee hereunder on Leave of Absence engaging in gainful employment for remuneration without prior written permission from the Company shall be terminated.
  3. Employees here under shall, upon returning from authorized Leave of Absence be returned to the job assignment held at the station when the leave was granted. If the job no longer exists, the Employee may exercise their seniority.
- (b) **Maternity Leave.** An Employee who is the custodial birth mother of a child newly born or who experiences a loss of pregnancy after 20 weeks, will be eligible for maternity leave, if the birth or loss of pregnancy occurs on or after the date of ratification plus ninety (90) days.

Maternity leave will begin upon verification of the disability due to pregnancy from a qualified medical doctor on or after the date of ratification plus ninety (90) days.

The Maternity leave will continue for up to six (6) weeks, for a natural birth, or eight (8) weeks, for a cesarean birth, after the child's date of birth or the loss of the pregnancy.

Following the child's date of birth or the loss of the pregnancy, an eligible Employee will be paid 40 hours per week at their applicable straight time rate, for either six (6) weeks for a natural birth or eight (8) weeks for a cesarean birth.

In the case of simultaneous births involving two (2) or more children, only a single maternity leave will be granted during the period beginning on the day the first child is born. The number of children naturally born at the same time will not increase the length of maternity leave.

During a Maternity leave the Employee shall retain and accrue seniority for all purposes during such leave and shall be eligible to continue insurance coverage. Employees are required to continue to pay the premiums when they are due; failure to do so will result in termination of insurance benefits.

Medical Leave of Absence and any applicable federal, state, or local leaves will run concurrently.

- (c) **Parental Leave.** Beginning with births or adoptions on or after the date of ratification plus ninety (90) days, an Employee who is the biological parent of a child, adopts, or becomes a permanent legal custodial caregiver to a dependent child that formerly was not, but will be living in their home, beginning on or after the date of ratification, will be granted a leave of absence for a period not to exceed twelve (12) weeks.

An eligible Employee will be paid 40 hours per week at their applicable straight time pay rate for the first 2 weeks. The remainder of the parental leave will be unpaid unless the Employee elects to use accrued vacation or sick leave.

Parental Leave of Absence is not available to a foster parent, a surrogate birth mother or her Spouse or Committed Partner, or an individual that adopts a Spouse's or Committed Partner's child or any child age eighteen (18) or more.

In the case of simultaneous births or adoptions involving two (2) or more children or multiple adoption processes that begin on different days but occur within the same twelve (12)-week period, only a single parental leave will be granted during the period beginning on the day the first child is born or placed in the Employee's home for adoption and extending twelve (12) months from the date that the last child is born or placed in the Employee's home for adoption. The number of children naturally born, by surrogacy or otherwise, or adopted at the same time will not increase the length of the parental leave.

Parental Leave of Absence may not begin until on or after the date of birth of the child or the date the child is placed on a permanent basis in the Employee's home. Parental Leave of Absence must be taken on a consecutive (not intermittent) basis within three (3) months of the date of birth or permanent placement in the Employee's home.

During a Parental Leave, the Employee shall retain and accrue seniority for all purposes during such leave and shall be eligible to continue insurance coverage. Employees are required to continue to pay the premiums when they are due; failure to do so will result in termination of insurance benefits.

Exception: For Births or Adoptions that occur between the Date of Ratification (DOR) and DOR + 90 days, a Parental Leave may be granted; however, it cannot be requested to begin until DOR +91 days and it must begin between DOR +91 and DOR +120 days. All other provisions included herein apply.

Medical Leave of Absence and any applicable federal, state or local leaves will run concurrently.

## **ARTICLE 23 - GENERAL**

- (a) Employees called for jury duty shall receive in accordance with Company regulations their regular straight time rate. Such an Employee shall promptly show their supervisor the jury summons and also show the court's validation of jury service when completed. Such Employee's shift will be adjusted to accommodate the jury duty, including to provide reasonable rest time prior to jury duty.
- (b) All orders to and request from an Employee involving transfers, promotions, demotions, layoff, reemployment, leaves of absence, or anything affecting their pay or status, shall be in writing.
- (c) The Company will provide each Employee a copy of this agreement.
- (d) Four (4) days of personal emergency leave with pay for death in the immediate family will be extended to the Employees covered by this agreement. Immediate family includes mother, father, spouse, sister, brother, daughter, son, stepchildren, stepfather, stepmother, father-in-law, mother-in-law, grandparents, grandchild, eligible Partner, and the Partner's eligible children, mother, and father.
- (e) The Company will forward to the Business Agent International Brotherhood of Teamsters - Airline Division copies of Company regulations expressly referred to in the Agreement. Revisions to these regulations will also be forwarded as made.
- (f) Any Employee leaving the service of the Company will, upon request, be furnished with a letter setting forth the Company's record of their job classifications, stating their length of service and rate of pay at the time of leaving the Company.
- (g) Airline trip passes will be issued to qualified Employees in accordance with existing Company policy.
- (h) Any deviation from this Agreement may be made by mutual agreement between the Company and the IBT/Director, Airline Division. Such mutual agreement must be made in writing and signed by the parties thereto.
- (i) If there is any change in the life of this Agreement in the licenses the F.A.A. require Employees covered under this Agreement to have, all Employees affected shall be given the time prescribed by the F.A.A. to obtain said license, and there shall be no change in their status or pay during such period.
- (j) All shift trade agreements must be in writing, signed by both parties involved and are subject to approval by the Company. No shift trade will be approved which would result in an Employee working more than sixteen (16) consecutive hours or more than fourteen (14) consecutive days. Every person who commits to a shift trade will be required to show up on time and work the entire shift. A shift trade must be requested with adequate notification. The reciprocal of a self-trade must be worked no later than the end of the month following the first event of the trade. No additional premium pay or overtime will be involved because of any shift trade.

(1) Employees will not be eligible for shift trades outside of their classification.



- (2) If any Employee involved in a shift trade does not work the agreed shift trade schedule, the following disciplinary action will occur for the offending Employee:

First Occurrence - Verbal warning;

Second Occurrence - Unable to enter into a shift trade agreement for 30 days;

Third Occurrence - Unable to enter into a shift trade agreement for one year.

- (k) All letters of discipline will be removed from the Employee's personnel file after a period of twelve (12) months from the date of issuance except for cases of discipline involving suspension from duty or a third shift trade violation, which records shall be removed twenty-four (24) months from the date discipline is imposed.
- (l) Any tools lost or stolen while traveling on Company business and such tools are checked as baggage or COMAT will be replaced at Company expense. An inventory list of tools carried must be placed on file with the Company prior to travel.
- (m) Where Employees have become physically disabled from performing their regular work, the Union and the Company shall cooperate in attempting to place such Employees in a position within their classification for which they are qualified and able to perform the work, in conformity with the Americans with Disabilities Act.
- (n) The Company will offer training for ~~Flight Simulator Technicians~~ Employees to enhance and broaden their skills and will also provide feedback and periodic evaluations to determine future training needs. When the Company provides training on a new type of simulator or its component parts, Employees regularly performing the type of work involved will normally be assigned to such training in order of their classification seniority on their shift, to the extent of the number required.
- (o) In the event that the Company opens a simulation facility at a location other than DAL, Employees on the then Flight Simulator Seniority list, by seniority, will have first option to bid on such work.

## **ARTICLE 32 - CLASSIFICATION DESCRIPTION**

- (a) A Flight Simulator Technician shall be a qualified Employee assigned to the trouble shooting, repair, overhaul, inspection, testing, maintenance, design, and modification to maintain equipment operating requirements, engineering change orders, and bulletins, (including adjustment of integrally associated control cables, hydraulic and linkage systems) of any type of electronic or mechanical devices used for training flying personnel under simulated flying conditions, including Flight Simulator visual systems, Cockpit Procedure Trainers, ground school training devices, and Cockpit Emergency Evacuation Trainers. A Flight Simulator technician shall monitor the performance of various components of all flight simulator systems, during circuitry loading and operational sequencing, for early detection of malfunctions symptoms and take corrective action to prevent and or minimize shutdowns and maximize up-time of equipment. The Technician shall maintain required forms, records, equipment logs, performing operational checks and preventive maintenance in compliance with established procedures and requirements to maintain equipment operating certification. Upon assignment, the Technician will participate with Company and or vendor engineers and other technical personnel in developing new and or modified equipment design specifications with the objective of improving the realism, reliability and ease of maintenance of the equipment.
- (b) Flight Simulator Technicians may be required to give instruction and training to other Employees, and instruction and training concerning training equipment maintenance regulations and procedures to Employees of any classification and supervise other personnel in the modification, assembly, maintenance of simulators mock-ups, and other training devices.
- (c) The Flight Simulator Technician shall be qualified to inspect, test, modify, maintain and repair aircraft mock-ups, visual and audio training and other related devices as assigned.
- (d) In addition to the duties enumerated above, the Flight Simulator Technician may be required to perform system evaluation, trouble shooting, testing and programming of software as necessary to maintain equipment operational certification for simulator operation and related training equipment, and perform logistic duties as required to maintain a proper spares inventory.
- (e) Upon assignment, the Simulator Technician shall be responsible for the hardware and software development of new and existing simulators or training devices, in addition to the other duties prescribed for the Flight Simulator Technician.
- (f) Flight Simulator Technicians shall be responsible for disassembly and reassembly, including routine and preventative maintenance of door trainers and cabin emergency evacuation trainers in all locations.
  - 1. All work performed under the provisions of this paragraph will be accomplished by Flight Simulator Technicians. To prevent disruptions of training, unscheduled maintenance/repairs in locations other than DAL may be accomplished by Southwest Airlines Employees only with such direction given from the Simulation Management or their designee.
- (g) Flight Simulator Technicians shall be responsible for maintenance of classroom audio visual hardware systems and for the programming used to create lesson plans used in flight simulation training equipment.

(h) Shift Lead Simulator Technician- The Shift Lead Simulator Technician shall be assigned in accordance with Article 4.c. As a working member of the group, the Shift Lead will be responsible for the day-to-day operation of a shift, in addition to the duties prescribed for the Flight Simulator Technician. Primary duties will be to ensure preflights are done in an orderly and timely fashion, and to lead and direct other Flight Simulator Technicians in the maintenance of simulators or other training devices. He/she shall also advise Flight Simulation Management on the status related but not limited to personnel, equipment, facilities, or other job assignments.

1. Shift Lead assignments will be made at management's discretion. In the event a Shift Lead does not meet management's expectation in job performance, the Employee will receive remedial coaching, mentoring, as appropriate for the position. Should the Employee fail to meet expectations after this process, management retains the right to remove the Employee from Shift Lead assignment. If the Employee engages in egregious behavior including but not limited to violations in Company policy, regulatory compliance, criminal behavior, etc., (with grounds), management retains the right to immediately remove a Shift Lead assignment. If a Shift Lead is involuntarily removed, the Employee will not be reconsidered for a Shift Lead position for at least twelve (12) months. Nothing herein shall be construed as to abrogate the Employees' rights under Article 25(b).
  2. If a Shift Lead Technician is not present due to vacation, illness, etc., Flight Simulator Technicians on their normal shift shall have the first opportunity, in seniority order, to accept the lead duties and to receive Shift Lead pay. If no one accepts the upgrade, the opportunity will then be afforded, in seniority order, to those working overtime or a trade shift where the upgrade is needed. If no one accepts the upgrade and prior to being appointed by Management in inverse seniority order, the upgrade will be offered to an Employee working on shift in the capacity of Simulator Technician Specialist at which time of such upgrade, they will receive both Specialist and Lead premiums.
- (i) A Simulation Engineer shall be a qualified employee assigned to all work generally recognized as Flight Simulator Engineering work including but not limited to software design and development, and implementation in accordance with regulatory authority and Company requirements to Flight Simulator Training Device (FSTD) systems and sub-systems hardware, software, and documentation configurations including resolution of hardware and software obsolescence. Develop and modify computer software using various programming languages with experience across multiple simulator platforms. Ensure software configuration control while developing enhanced software packages. Research and resolve complex operational discrepancies requiring in-depth engineering knowledge. Partner with Company or Vendor technical personnel in developing new and or modified equipment and software. Design specification, procurement, and participate in acceptance testing of new or modified devices. Incorporate Engineering Change Orders based on changes to aircraft fleet, including avionics. Integrate hardware and software engineering changes for simulation fleet support. Simulation Engineers shall maintain required forms, records, logs, databases as determined by Management. May assist the Flight Simulator Technician in troubleshooting activities on non-routine, intermittent and other complex FSTD discrepancies. Provide support and training to Flight Simulation Team.
- (j) The work specified in Paragraph 1, above, may be performed by a Simulation Engineer or a Flight Simulator Specialist as assigned by Management in coordination with a Senior Lead

Project Specialist pursuant to Article 4.f. If the needs of the operation permit, as determined by Management, Management will assign a Flight Simulation Engineer to enable groupings, with a Flight Simulation Specialist(s) to perform the work specified in Paragraph 1, above, and also, if appropriate, a Technician(s) for training purposes. Such assignments shall be based on a combination of work appropriate qualifications of Flight Simulator Specialists and Technicians and will attempt to rotate assignments. Upon request of the Union, Management will meet with the Union to discuss grouping assignments.

- (k) Simulation Engineers will not be counted as shift coverage and will not be eligible for shift trades outside of their classification. Simulation Engineers with Management's approval or direction will work flexible schedules based on the requirements of the operation subject to the provisions of Article 3.k.

(l)

- (1) Simulation Engineers must possess an Associate's degree in a related field and five (5) years FST experience and successfully complete a trade test or ten (10) years of FST experience and successfully complete a trade test, or otherwise meet the requirements of the SWA job description, to be considered for the position. The trade test may be a CBT-based, written, oral and/or practical test for competency. A committee consisting of a representative(s) appointed by the Union and a representative(s) appointed by the Company will administer a trade test and interview by the committee with an applicant from within the craft or class. With an applicant from outside the craft or class, the Company alone shall administer a trade test and interview with such applicant. Any Flight Simulator Technician who serves as a representative on a committee shall be ineligible to apply for any Simulation Engineer vacancy for a period of twenty-four (24) months following administration of a trade test.
- (2) The Company will attempt to fill a Simulation Engineer vacancy from within the craft or class. If not filled from within, the Company may hire from outside of the craft or class.
- (3) In the event an applicant is hired from outside the craft or class, they will be subject to the provision as set forth in Article 9 for Probationary Employees. In the event an applicant from within the craft or class fills a Simulation Engineer vacancy, and that applicant has completed his or her probation period pursuant to Article 9 of this Agreement, that employee shall be subject to a three (3) month evaluation period. A probationary Employee shall not be eligible to fill a Simulation Engineer vacancy. Periodic reviews during the evaluation or probation period will be conducted. The Union may participate in a periodic review. If an employee's performance is unsatisfactory during an evaluation or probationary period, the Manager, and Employee will develop an action plan to address any deficiencies.
- (4) If performance remains unsatisfactory at the expiration of the Probationary period, with respect to a new hire Employee, the Company will advise the Union and management may terminate the new hire Employee or may allow the Employee to demote if there is a vacant Flight Simulator Technician position for which they qualify.

- (5) An Employee from within the craft or class may at his or her election return to a Flight Simulator Technician position up to and at the time of expiration of an evaluation period.
- (6) An Employee from within the craft or class whose performance remains unsatisfactory at the expiration of an evaluation period shall be permitted to return to a Flight Simulator Technician position.
- (7) If demoted, the Employee will be ineligible to apply for readmittance into the Simulation Engineer classification for twenty-four (24) months from the date of demotion.
- (m) When a Simulation Engineer has satisfactorily completed their evaluation or probationary period, but subsequently their performance is found to be unsatisfactory, they will be subject to provisions of this Agreement other than those set forth in Paragraph 4, above.
- (n) Seniority of a Simulation Engineer shall be governed by Article 10 of this Agreement.

### **ARTICLE 34 - DURATION**

- (a) THIS AGREEMENT shall become effective **DOR, 2024** and shall remain in full force and effect **until DOR +4 years, 2028**. This agreement shall renew itself without change until each succeeding **DOR**, thereafter, unless written notice of intended change is served by either party hereto at least ninety (90) days prior to **DOR, 2028**, or any DOR thereafter, in accordance with Section 6, Title I of the Railway Labor Act, as amended.

Alternatively, the Union may elect to provide written notice of intended change to the Company on or before DOR + 2 ½ years, 2026 stating their intent to begin negotiations in accordance with Section 6, Title I of the Railway Labor Act, as amended. In the event the Union exercises this option, the scheduled pay rate increases on DOR +3 years, 2027 will be forfeited. (See Article 4)

## ARTICLE 35 - RETIREMENT

- (a) The Employees covered hereunder shall be included in the Southwest Airlines Company Profit Sharing Plan.
- (b) The Employees covered hereunder shall continue to be included in the Southwest Airlines Co. 401(k) Plan, subject to the terms thereof, to which the Company shall agree to make a matching contribution in the amounts set forth below.
- (1) Effective as of the date of ratification through December 31, 2024, the Company will contribute one dollar (\$1.00) for each one dollar (\$1.00) of the Employee's pre-tax or Roth after-tax contribution, not to exceed nine and three/tenths percent (9.3%) of the Employee's eligible compensation, as defined in the 401(k) plan.
  - (2) Effective January 1, 2025, the Company will contribute one dollar (\$1.00) for each one dollar (\$1.00) of the Employee's pre-tax or Roth after-tax contribution, not to exceed ten percent (10%) of the Employee's eligible compensation, as defined in the 401(k) plan.
  - (3) If any non-pilot Employee group receives an improvement to the Company's 401k contribution prior to the amendable date of this agreement, the Union may reopen this article for negotiations concerning the 401k contribution applicable to its members.

The Company will allow Employees to make contributions in increments of one-tenth of one percent (i.e... 01%).

- (c) Vesting in General for 401k Company Match. A Member shall have a vested and non-forfeitable interest in that vested percentage portion of the balance credited to the Member's Matching Contributions Account at any time determined by reference to her/his completed year of Vesting Service in accordance with the following schedule:

Completed Years of Vesting Service	Vesting Percentage
Less than 1 year	0%
1 year	20%
2 years	40%
3 years	60%
4 years	80%
5 or more years	100%

- (d) Accelerated Vesting. A Member shall be fully vested and have a non-forfeitable interest in the balance credited to her/his Matching Contributions Account if:
- (a) The Employee becomes medically disabled; or
  - (b) The Employee retires at or after age sixty (60).
- (e) The qualifying age for accelerated vesting under the Profitsharing Plan shall be no higher than fifty-nine (59).

## **ARTICLE 36- INSURANCE**

(a) The Company shall continue the benefits of the existing medical and dental group insurance plans (not including the Regular Plan), or their equivalent replacements, subject to the following limits:

- a. Beginning in the plan year 2025, increases in the monthly Employee contribution amounts for the alternative personal option plans will be subject to a cap whereby the average annual increase in rates, over a rolling 2-year period, will not exceed the greater of:
  - i. Seven percent (7%); or
  - ii. Seven dollars (\$7) for Employee Only coverage, twenty dollars (\$20) for Employee plus Spouse coverage, sixteen dollars (\$16) for Employee plus Children coverage, and thirty dollars (\$30) for Employee plus Family coverage
- b. Beginning in the plan year 2025, increases in the in-network annual deductible and in-network out-of-pocket (OOP) maximum amounts will be subject to a cap whereby the average annual increase in amounts, over a rolling 2-year period, will not exceed the greater of:
  - i. Seven percent (7%); or
  - ii. IRS requirements (HDHP only)
- c. Beginning in the plan year 2025, in-network coinsurance rates will be no more than twenty percent (20%)

Alternative personal option plans (e.g., such as the plans offered as part of the Benefits Plus Program, not including the Regular Plan,) may also be made available to Employees covered by this Agreement upon the same terms, conditions, and cost as such plans are made available to any other group of Company Employees. Any future increase in cost borne by the Company for Employees not covered by this Agreement shall be borne by the Company for Employees covered hereunder. Employees covered by this Agreement will not have employee contributions, in-network deductibles, in-network out-of-pocket (OOP) maximums, and in-network coinsurance rates for the same plan greater than Employees not covered by this Agreement.

(b) The company shall continue the benefits of the existing group insurance plans:

- a. Regular Plan Medical
- b. Regular Plan Dental
- c. Regular Plan Basic Life.
- d. Regular Plan Vision

Effective January 1, 2006, and thereafter, it is agreed the benefits provided under the Regular Medical Benefits Plan may be modified by providing a maximum out-of-pocket expense to the participant of \$2,500 for an individual and \$5,000 for a family per year. In addition, effective January 1, 2006, and thereafter, the individual and family deductible amounts under the Regular Medical Benefits Plan may be increased by up to a maximum



of 4% in any year, but not more than 10%, within any five (5) year period.

(c) After the regular open enrollment period associated with Plan Year 2025, the Benefits Program known as the Regular Plan Program shall no longer be available to any Employees who are not already currently enrolled in the Regular Plan Program at that time. Those Employees already enrolled in the Regular Plan Program will be able to remain in the Regular Plan Program until they elect another benefits program (for example, the Benefits Plus Program). Beginning January 1, 2025, Employees who are enrolled in the Regular Plan Program and elect another benefits program in the future will no longer be able to enroll in the Regular Plan Program.

(d) Employees covered under this Agreement who retire after attaining the age sixty-one and one-half (61 1/2) with ten (10) years of service in a classification covered by this Agreement, or at age sixty (60) with twelve (12) years of service in a classification covered by this Agreement, may continue to receive benefits under the Southwest Airlines Welfare Benefit Plan from the date they retire until Medicare eligibility age or age sixty-seven (67), whichever occurs first, by the payment of premiums which will not exceed the pure actuarial cost of providing such coverage as determined by the Administrators of the Plan in effect at the time. The retired Employee must continue at the same coverage option and coverage level as the Employee was receiving on the day prior to retirement until the next Health Plan enrollment period. Each year thereafter, during the Health Plan enrollment period, the retired Employee shall only be eligible to elect a coverage option under the Benefits Plus portion of the Health Plan. Coverage under this paragraph shall extend to persons covered under the Health Plan as Eligible Family Members at the time of the Employee's retirement unless they cease to be an Eligible Family Member during the period of coverage for the retired Employee.

Upon reaching Medicare eligibility age or age sixty-seven (67), whichever occurs first, a Retired Simulator Technician who is receiving health care coverage under this Article 36(b) and who has remaining credited sick leave may elect to trade unused credited sick leave for continued coverage for a spouse and/or dependents until Medicare eligibility age or age sixty-seven (67), whichever occurs first, at the rate prescribed in Article 28(b). If the Retired Simulator Technician has used all sick leave, coverage may be purchased for the younger spouse and/or dependents at the age-banded actuarial cost of coverage. Coverage under this paragraph will end when the spouse reaches Medicare eligibility age or age sixty-seven (67), whichever occurs first.

If a retired Simulator Technician dies before the end of coverage under this Article 36, their spouse and/or dependents may continue coverage for the same period and upon the same terms as would have been available had the employee lived.

(e) The lifetime maximum benefit for orthodontia for Employees covered by this Agreement and their dependents under the Benefits Plus Dental Options offered by the company shall be at least \$1,500.

(f) The Company will offer, at a cost borne by the Employee, an additional dental plan as an option under the Benefits Plus Dental Options, which will include the following benefits:

a. Eighty percent (80%) copayment on basic/major/orthodontia coverage;

b. Two thousand dollars (\$2,000) annual benefit maximum; and

c. Two thousand dollars (\$2,000) orthodontia lifetime maximum.