

**FA9101-22-R-B001**

**Exhibit C**

**Collective Bargaining Agreements**

**Test Operations and Sustainment (TOS) II**

**7 February 2023**

**National Aerospace Solutions and Air  
Engineering Metal Trades Council (AEMTC)  
and Affiliated Unions AFL-CIO**



# National Aerospace Solutions and Air Engineering Metal Trades Council and Affiliated Unions AFL-CIO

Collective Bargaining Agreement  
July 1, 2021 – June 30, 2024



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INTERNATIONAL UNION OF  
***OPERATING  
 ENGINEERS***  
 AFL-CIO, CF of I

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## TABLE OF CONTENTS

<b>CONTRACT .....</b>	<b>1</b>
<b>ARTICLE I APPLICATION AND PURPOSE OF CBA... 1</b>	
Section 1. Application .....	1
Section 2. Purpose .....	2
<b>ARTICLE II RECOGNITION..... 2</b>	
Section 1. Recognition.....	2
Section 2. Anti-discrimination .....	3
Section 3. Equal Employment Opportunity .....	3
Section 4. Check off of Union Membership Dues ...	4
Section 4a. Committee on Political Education (COPE) Payroll Deduction Agreement .....	4
Section 5. Management Rights .....	5
Section 6. Outsourcing Work.....	5
<b>ARTICLE III UNION, COMPANY, COOPERATION..... 7</b>	
Section 1. Labor/Management Partnership Committee .....	7
<b>ARTICLE IV SETTLEMENT OF DISPUTES..... 8</b>	
Section 1. Grievance Procedure.....	8
Section 2. Time Limits .....	10
Section 3. Pay for Grievance Time .....	11
Section 4. Mediation .....	11
Section 5. Arbitration Procedure.....	12
<b>ARTICLE V SENIORITY .....</b>	<b>13</b>
Section 1. Seniority.....	13
Section 2. Loss of Seniority .....	13
Section 3. Probationary Employees.....	14
Section 4. Seniority List.....	15

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Section 5.	Seniority Status Outside the Bargaining Unit .....	15
Section 6.	Promotions .....	15
Section 7.	Filling of Vacancies.....	16
Section 8.	Layoffs .....	16
Section 9.	Recalling.....	17
Section 9a.	Special Recall.....	18
Section 9b.	Medical Recall .....	19
Section 10.	Seniority During Absences .....	20
Section 11.	Job Posting.....	20
Section 12.	Shift or Schedule Preference (Bump or Riding the Shift) .....	21
Section 13.	Transfers .....	23
Section 14.	Lateral Bids.....	24
Section 15.	Loaned Employee Program .....	25
<b>ARTICLE VI</b>	<b>UNION LEAVE .....</b>	<b>25</b>
Section 1.	Union Representatives .....	25
Section 2.	Extended Leave.....	25
<b>ARTICLE VII</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>26</b>
Section 1.	Definitions.....	26
Section 2.	Normal Hours .....	27
Section 3.	Work Schedules .....	28
Section 4.	Authorized Shift Schedules.....	29
Section 5.	Time and One-Half .....	31
Section 6.	Double Time .....	32
Section 7.	Holidays.....	32
Section 8.	Call-In .....	34
Section 9.	Reporting for Work .....	34

Section 10.	Lost Time.....	34
Section 11.	Exchange of Jobs .....	35
Section 12.	Pyramiding of Overtime .....	35
Section 13.	Offsetting Overtime.....	35
Section 14.	Assigning and Posting Overtime.....	35
<b>ARTICLE VIII</b>	<b>VACATIONS .....</b>	<b>40</b>
Section 1.	Vacations.....	40
<b>ARTICLE IX</b>	<b>WAGES AND BENEFITS.....</b>	<b>42</b>
Section 1.	Wage Schedules .....	42
Section 2.	New or Revised Skill Sets.....	43
Section 3.	Promotions .....	43
Section 4.	Demotion .....	43
Section 5.	Pay Day .....	43
Section 6.	Shift Differential .....	44
Section 7.	Overtime Lunches .....	44
Section 8.	Saturday and Sunday Premium Pay.....	44
Section 9.	Longevity Pay .....	45
<b>ARTICLE X</b>	<b>CONTINUITY OF OPERATIONS .....</b>	<b>45</b>
Section 1.	Continuity of Operations .....	45
<b>ARTICLE XI</b>	<b>PHYSICAL EXAMINATIONS .....</b>	<b>45</b>
Section 1.	Physical Examinations.....	45
Section 2.	Ability to Work after Injury, Illness, or Physical Impairment .....	46
<b>ARTICLE XII</b>	<b>SAFETY .....</b>	<b>47</b>
Section 1.	Protective Equipment .....	47
Section 2.	Good Housekeeping.....	47
Section 3.	Safety Committee .....	47

Section 4.	Stop Work Authority.....	47
Section 5.	Drug-Free Work Force.....	47
<b>ARTICLE XIII</b>	<b>PROTECTIVE SERVICES.....</b>	<b>50</b>
Section 1.	Protective Services.....	50
Section 2.	Proprietary Information .....	50
Section 3.	Security Clearance Adjudication .....	50
<b>ARTICLE XIV</b>	<b>JURISDICTIONAL BOUNDARIES .....</b>	<b>51</b>
Section 1.	Job Assignments .....	51
Section 2.	Settlement of Jurisdictional Disputes ....	51
Section 3a.	Work Assignment Guidelines.....	52
Section 3b.	Job Assignments .....	54
Section 3c.	Craft Percentages.....	54
<b>ARTICLE XV</b>	<b>SICK LEAVE AND DISABILITY .....</b>	<b>56</b>
Section 1.	Sick Leave.....	56
Section 2.	Eligibility.....	59
Section 3.	Conditions of Payment (Sick Leave).....	59
Section 4.	Amount of Payment .....	59
Section 5.	IDP Extended Disability (LOA).....	59
<b>ARTICLE XVI</b>	<b>GROUP INSURANCE.....</b>	<b>61</b>
Section 1.	Group Insurance.....	61
Section 2.	Wage Employee Premium Reduction...	62
<b>ARTICLE XVII</b>	<b>EMPLOYEE BENEFITS.....</b>	<b>63</b>
Section 1.	Voting Time and Jury Duty .....	63
Section 2.	Employee Bereavement .....	63
Section 3.	Severance Allowance Pay .....	64
Section 4.	AEDC Contractors Employee Pension Plan (December 27, 1951 –September 30, 2013) .....	65

Section 5.	Retirement Savings Plan .....	66
<b>ARTICLE XVIII</b>	<b>GENERAL.....</b>	<b>67</b>
Section 1.	Labor-Management Committee .....	67
Section 2.	Work Performed by Non-Bargaining Unit Personnel .....	68
Section 3.	Apprenticeship Program .....	68
Section 4.	Intern Program.....	69
Section 5.	Bulletin Boards .....	71
Section 6.	Uniforms .....	71
Section 7.	Construction and Other Work .....	71
Section 8.	Temporary and Casual Employees .....	72
Section 9.	Principal Officer, Steward and Authorized Committee Person Compensation .....	73
<b>ARTICLE XIX</b>	<b>DURATION .....</b>	<b>76</b>
Section 1.	Duration .....	76
Section 2.	Savings Clause.....	76
Section 3.	Zipper Clause .....	77
<b>AGREEMENT</b>	<b>.....</b>	<b>112</b>
<b>INDEX</b>	<b>.....</b>	<b>114</b>

# **CONTRACT**

This Collective Bargaining Agreement (hereinafter CBA or Agreement) is made and entered into by and between National Aerospace Solutions, LLC (NAS) and Chugach Federal Solutions, Inc., (CFSI) (individually and/or collectively hereinafter referred to as the Company) and Air Engineering Metal Trades Council (AEMTC) and Affiliated Unions, AFL-CIO (hereinafter referred to as the Union) under contract number FA9101-15-C-0500 for management of Test Operations and Sustainment (TOS) at the Arnold Engineering Development Complex (AEDC).

## **ARTICLE I APPLICATION AND PURPOSE OF CBA**

### **Section 1. Application**

This CBA applies to the employees in the recognized bargaining unit located at AEDC, Arnold Air Force Base, Tennessee, for those operations contracted to the Company by the United States Air Force (USAF). This CBA applies to those wage employees of the Company who are permanently assigned to Arnold Air Force Base, Tennessee, whether they are temporarily assigned to work inside or outside the confines of the AEDC, Arnold Air Force Base, Tennessee. This CBA contains all the conditions agreed upon and is effective between the Company and the Union, and supersedes all previous agreements, collectively or individually, between the Company and the Union. No agent or representative of either party has the authority individually to alter or to modify the CBA. Any modification of the CBA shall be made only by the mutual consent of both parties in writing.



## **Section 2. Purpose**

The purpose of this CBA is to set forth the agreement effective 2300, June 30, 2021, between the Company and the Union, who are signatory hereto, as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

## **ARTICLE II RECOGNITION**

### **Section 1. Recognition**

The Company recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours, and other conditions of employment for the employees of the Company in the recognized bargaining unit as set forth below.

The recognized bargaining unit consists of all of the Company's operations, maintenance, repair, modification, and service employees within the classifications as set forth in Exhibit A attached hereto, and any new or revised job classifications as may be established in Article IX, Section 2 of this CBA.

Excluded from the bargaining unit are all administrative employees, technical employees, draftsmen, technical assistants, photographers, office/clerical employees, professional employees, co-op education students/interns, guards, and supervisory employees as defined in the National Labor Relations Act or Labor-Management Relations Act and any other existing job classifications not covered by the above paragraph.

A bargaining unit employee, at the time of hire, will be notified by the Company the Union is recognized by the Company as the exclusive bargaining agent for the employees in the bargaining unit.

The Company will notify the appropriate Chief Steward of any new hire(s) into the bargaining unit within his/her seniority group.

No outside business activities will be conducted at AEDC, and no employee may perform work for another contractor/subcontractor currently engaged in work at AEDC.

Additionally, as part of a new employee's first day processing, the respective Chief Steward shall be allowed a brief introduction meeting.

## **Section 2. Anti-discrimination**

There shall be no discrimination, interference, or coercion against any employee because of membership or non-membership in the Union by the Company or any of its agents, and the Union likewise agrees there shall be no discrimination, interference, or coercion against any employee of the Company due to membership or non-membership in the Union.

## **Section 3. Equal Employment Opportunity**

The Company and the Union agree to provide equal employment opportunity and to comply with applicable affirmative action regulations and executive orders. The Company and the Union will comply with applicable laws, including but not limited to Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, **gender identification**, age, veteran status, pregnancy, sexual orientation, or presence of disability or any other characteristic protected by law, in connection with employment, demotion, upgrading, promotion, or transfer; recruitment or recruitment advertising; rate of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

## **Section 4. Check off of Union Membership Dues**

The Company agrees to deduct uniform Union membership dues by class of membership from the wages of each employee who furnishes the Company with a written assignment and authorization (furnished by the Union) to deduct such dues from their wages on the last (fourth) payday of each month and to remit such membership dues to the Union. Such check-off of membership dues shall continue so long as the employee is continuously a member of the bargaining unit, on the payroll, and unless withdrawn in writing by the employee effective as of the first day of March of any year within the life of this CBA, or successive contracts, upon the Company's receipt of a written notice from the employee within a 15-day period immediately preceding the first day of March. The written notice from the employee shall be counter-signed by the Chief Steward and addressed to the Company with a copy to the AEMTC by registered mail. An employee, at any time, may change the authorization for membership dues deductions from one class of dues to another class of dues within the Union.

## **Section 4a. Committee on Political Education (COPE) Payroll Deduction Agreement**

The Employer agrees to deduct and transmit to the treasurer of each Union affiliate, the amount of monies deducted per week from the wages of those employees who voluntarily authorize such contributions and the Union furnishes the Company with a COPE assignment and authorization form. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount for each employee.

The Union agrees to save the Company harmless against any and all claims, suits, or other forms of liability which may arise out of or by reason of action taken in the reliance upon the individual authorizations furnished to the Company by the Union or by reason of the Company's compliance with the provisions of this section.

## **Section 5. Management Rights**

The Union recognizes the Company shall exercise the exclusive responsibility for its successors and assigns management of the TOS Contract and the direction of the workforce. Such responsibility shall include the right to select, assign, and direct the working forces, determine job content, qualifications of employees to perform work, and the right to adopt and enforce reasonable work rules and policies for efficient operation, provided the Union rights set forth in this CBA, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed, or modified by this clause.

## **Section 6. Outsourcing Work**

The Company may, at times, subcontract work, which, in its opinion, can be performed efficiently and economically by outside contractors who bid in a freely competitive environment. It is understood if Chugach Federal Solutions, Inc. (CFSI) is the successful bidder, the terms and conditions of that contract and its relationship with the AEMTC and Building Trades will be adhered to.

The Company and the AEMTC each having an interest in securing work for the bargaining unit while at the same time being responsive to the needs of the Company to accomplish its work in a timely and efficient manner hereby agree to this supplemental agreement covering the use of individuals from the Chattanooga Building Construction Trades through a Collective Labor Agreement with CFSI. This agreement is considered to be a living agreement and can be reviewed by the parties on an as needed basis using lessons learned criteria. Any modifications to this CBA shall be in writing and agreed to by the Company and the Union

and subject to the ratification criteria contained in the by-laws of the Council.

All work normally and historically performed by members of the AEMTC will continue to be performed by those members when it is reasonably practical to do so. When it becomes necessary to supplement the workforce, such services may be contracted through the Chattanooga Building Construction Trades in accordance with the following terms and conditions:

1. No full-time, AEMTC represented employee (within a given skill set) will be laid off as long as there are supplemental employees being utilized on the base by the Company within that skill set.
2. Supplemental employees will not be used in cross crafting.
3. The specific work assignments normally and historically assigned to the Machinists will continue to be assigned to the Machinists and will not be subject to contracting out to supplemental employees. All historically assigned work concerning setting and alignment of equipment and machinery will continue to be assigned to the Machinists jurisdiction.
4. The Company may utilize supplemental employees except for test cell operations and maintenance work.
5. Overtime issues between the Company and the Union as they apply to supplemental employees will be discussed with the Chief Steward and the Section Manager for the area where said contractor employees are being utilized. However, in no event will supplemental contractor employees be utilized to the exclusion of regular, full-time employees in the unit, except in cases of investment project work assigned to as such to supplemental workers. For continuity, supplemental employees will work overtime on work assigned exclusively to a supplemental crew. When supplemental and Company employees are working in a mixed crew, Company employees on the

crew will be given first preference for overtime in the work area before supplemental employees are offered overtime in the work area. Supplemental employees working on the same work order tasks will be asked to work overtime before going out of the area to another Company overtime list.

6. The Company will give first consideration for future, full-time employment opportunities to supplemental employees assigned to Arnold in accordance with the Company's normal employment process.

Nothing in this supplemental agreement is intended to take the place of specific language contained in the CBA and where conflicts arise; the CBA shall take precedence and govern the outcome. This agreement shall not be used to circumvent, abrogate, or otherwise nullify any provision of the CBA.

## **ARTICLE III UNION, COMPANY, COOPERATION**

### **Section 1. Labor/Management Partnership Committee**

Effective immediately, AEMTC and the Company will establish a Labor/Management Partnership Committee to jointly develop programs, solutions, or actions of mutual benefit. The purpose of these joint efforts will be to enhance the AEMTC and the Company's performance at AEDC.

If there is a conflict between this committee and any other previously established committees on site, the Labor/Management Partnership Committee will take precedence.

## **ARTICLE IV SETTLEMENT OF DISPUTES**

### **Section 1. Grievance Procedure**

The grievance procedure shall be used for the purpose of settling claims and disputes on all matters pertaining to this CBA. This procedure cannot be used to resolve disputes with any party who is not a signatory participant.

#### **Pre-Grievance Oral Discussion**

Any employee or group of employees having a grievance shall take the matter up with the appropriate Steward who shall attempt to adjust the matter consistent with the terms of this CBA with the aggrieved employee's immediate Superintendent. If no resolution is reached, the aggrieved may move to Step 1 in writing and a copy sent to the Company Labor Relations Group and the Recording Secretary of the Union.

Any grievance arising under the terms of this CBA or an alleged violation thereof shall be handled in the following manner:

- Step 1. An employee or group of employees having a grievance shall first take the matter up with the Chief Steward, who shall attempt to address the matter with the Section or Group Manager or the designated representative in the section where the alleged violation occurred. Unless settlement is reached within three working days, the grievance may be carried to Step 2.
- Step 2. If processed to this step, the issue will be reduced to writing on a form mutually agreeable to the Company and the Union and submitted by the Union to the Branch Manager or designated representative who will hold a grievance hearing within five working days after receipt of the form, with a Union committee consisting of the Chief Steward, one employee, and one member of the permanent grievance committee. If a Labor

Relations Representative is to be present at the grievance hearing, the Union will be represented by a principal officer of the Council. An answer will be given in writing to the Union with a copy to the Chief Steward within five working days after the hearing. Failing satisfactory resolution, the matter will be referred to Step 3.

- Step 3. If processed to this step, the written grievance will be referred to the Company Labor Relations Group for final hearing and possible settlement by the designated Company representatives and the Union Grievance Committee. Third step grievance will be held on a mutually agreeable date. An answer will be given in writing addressed to the Secretary of the Council with a copy to the Chief Steward **not to exceed 30 working days unless there is a mutually agreed to extension** after the hearing. If no agreement is reached, the matter may be referred to **mediation and/or** arbitration in accordance with Article IV.

All grievances must be on the agreed upon form, submitted to the Company Labor Relations Group and Union Recording Secretary in an electronic form, and clearly address the following elements:

- a. An adequate description of the issues including dates, times, and locations
- b. A clear reference to articles of the CBA forming the basis of the grievance
- c. Must clearly state the requested remedy

Though grievances settled in the first step or second step of the grievance procedure will not be held as establishing precedent for future grievances, the AEMTC Recording Secretary and the Labor Relations Manager shall receive a copy of the grievance and any settlement for grievance tracking purposes.



In order to expedite the procedure, grievances settled in the first step or second step of the grievance procedure will not be held as establishing precedent for future grievances.

It is understood the provisions of the Labor-Management Relations Act shall be applicable to the above described grievance procedure.

NOTE: After receiving payment from the trustees of the Retirement Plan, the retired person **can file a claim per the Pension Plan claims procedure concerning error in payment.**

## **Section 2. Time Limits**

Any grievance not taken up with the immediate Supervisor in the area in which the alleged violation has occurred within seven working days after the occurrence of the incident cannot be processed through the grievance procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within seven working days after a decision has been rendered by the Company. All time limits noted in this article are exclusive of Saturdays, Sundays, and holidays. Extensions may be made by mutual written agreement.

On grievances involving monetary items, time limits do not begin until checks covering said alleged violations are received by the employees.

The Union's failure to carry a grievance from one step to another or to arbitration shall be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event an answer is not filed by either party within the time limits, the grievance will be processed to the next step in the procedure, to mediation and/or arbitration, as the case may be.

In the event an employee is to be discharged for cause, the Company shall notify his/her Chief Steward immediately. If the Chief Steward does not agree, the Union may, within five working days, file a grievance in the third step of the grievance procedure.

The issue of timeliness of any grievance must be raised at the earliest possible time in the grievance procedure, but in no event later than the third step hearing.

### **Section 3. Pay for Grievance Time**

Chief Stewards and other employees who are members of the Union Grievance Committee may assist in the settling of grievances under this article without loss of pay, provided they arrange with their Supervisor to leave work for the purpose of handling a grievance.

Grievance hearings shall be scheduled during the grievant's work shift. Members of the Union Grievance Committee will not receive pay for attending grievance hearings held at times other than during their work shift.

With proper approval of the Labor Relations **Manager**, members of the grievance committee will be able to meet on the clock without loss of pay in order to assist in the settling of grievances.

### **Section 4. Mediation**

If the grievance is not settled in Step 3 within seven working days, the grievance shall, at the insistence of either party, be submitted for mediation and conciliation. The parties shall mutually contact the Federal Mediation and Conciliation Service (FMCS) requesting assistance in settling the grievance. The FMCS shall assign a mediator to the case. The mediator assigned shall not have the authority to alter, vary, or add to the terms of this CBA. If settlement is not reached, the grievance may be referred to arbitration according to this article. Time limits set forth in this article shall be considered mutually extended while utilizing mediation.

## **Section 5. Arbitration Procedure**

Any controversy which has not been satisfactorily adjusted under the grievance procedure and which involves

- a. the discharge of an employee, or
- b. the interpretation or application of the provisions of this CBA, or
- c. an alleged violation of the CBA

may be submitted for settlement to the arbitrator within 15 working days after the final action taken under the third step of the grievance procedure **or mediation process**.

The arbitrator for each case will be chosen in the following manner: The parties agree to place all of the names of current, active members of the FMCS roster of arbitrators into a selection pool. The parties will alternately draw one name from the pool until five names have been drawn. The parties will then alternately strike names until one name remains, and the remaining name will act as arbitrator.

Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union.

The arbitrator shall be requested by the Company and the Union to render a decision within 30 calendar days after the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, to disregard, or to modify any of the terms of this CBA.

When either party receives the list of arbitrators, they shall contact the other party and inform them of such receipt. If an arbitrator is not selected within 30 calendar days of such contact or a new list of arbitrators is not requested, the grievance will be considered withdrawn.

## **ARTICLE V SENIORITY**

### **Section 1. Seniority**

The seniority of an employee shall be determined by the employment date or transfer date into the bargaining unit, whichever is later. The term "seniority group" is meant one of the groups consisting of one or more skill sets listed in Exhibit A of this CBA.

On and after December 22, 2003, the lowest last four digits of the **Social Security Number** (SSN) will determine the greater seniority for same date hires, rehires, or transfers. In the event there is a tie with the last four digits of the SSN, go to the lowest preceding number until the tie is broken.

When employees are transferred permanently from one seniority group to another, it shall be done by mutual agreement of the Company and the Union. Employees so transferred and who fail to qualify for the job to which they are assigned within a three-month period may be returned to their previous seniority group without prejudice to their rights to later be transferred to the same or another job for which they may qualify.

The Company will provide the Council monthly summaries of the wage employees' moves to fill openings through permanent promotions, permanent transfers, and employees hired into the bargaining unit.

### **Section 2. Loss of Seniority**

Seniority shall be lost by an employee under the following circumstances:

- a. When the employee is discharged by the Company.
- b. When the employee quits the service of the Company upon his/her own volition.
- c. When the employee does not properly report when recalled from layoff, as set forth in Section 9 of this article.

- d. When the employee is not recalled during a period of 36 consecutive months after being laid off.
- e. When a bargaining unit employee is promoted or transferred to a non-bargaining unit position as provided for in Section 5 of this article.
- f. When a bargaining unit employee who is on a leave of absence as an officer or representative of a Union fails to return to work at the completion of an authorized leave of absence as provided for in Article VI.

### **Section 3. Probationary Employees**

A new, regular, full-time employee shall be considered a probationary employee for the first 120 **calendar** days of employment in a single seniority group and at the end of this period, if retained, the employee's name shall be placed on the seniority list, and his/her seniority shall start from the original date of hire. **The probationary period may be extended 30 calendar days provided Management notifies the AEMTC President and appropriate Chief Steward 72 hours in advance. Any extensions of probation past 30 days must be by mutual consent of both Union and Company.**

**Any probationary period interrupted by Leave Without Pay (LWOP) and/or Leaves of Absence(s) (LOA) shall automatically be extended by the same number of days as such absence(s).**

A probationary employee shall be allowed to participate in all fringe benefits and use accrued vacation and sick leave after first 30 days of employment.

The Union shall be notified in the event of discharge of a probationary employee.

The termination of employment of an employee during the probationary period shall not be subject to the grievance procedure.

## **Section 4. Seniority List**

The Company agrees to compile and furnish, at a minimum of every four months to the Council, copies of a seniority list showing the seniority of each employee in the bargaining unit and employees with return rights to other skill sets. Employees shall have 15 days following the posting of the seniority list or following return from leave or vacation to raise objections as to the correctness of the list. Additionally, the Company will provide, within three months after the signing of this CBA, an employee list identifying all skill sets for which he/she may be eligible in accordance with provisions of Section 8 of this article. This list will be updated once each year for the duration of the CBA.

## **Section 5. Seniority Status Outside the Bargaining Unit**

A bargaining unit employee who is promoted or transferred to a position outside the bargaining unit will continue to accumulate seniority for a period of 90 days following the date of promotion or transfer. Should the employee remain in a non-bargaining unit position beyond the 90-day period, the employee will lose all seniority accumulated under the CBA.

## **Section 6. Promotions**

Promotions of employees within the bargaining unit shall be made on the basis of the necessary qualifications to perform the work and the results of a formal interview. The highest scoring interviewee whose score is a minimum of 70 points and more than eight points better than the other interviewees will be the selectee.

If there is an eight point or less spread between the top scoring interviewees, then the qualifications of those employees is considered equal, and the senior employee shall be given preference.

Should the Union disagree with the Company's selection of the employee who is promoted under this section of the CBA to the extent the matter is processed to arbitration, the burden of proof will rest with the Company. Any bargaining unit employee who is temporarily promoted out of the bargaining unit in the future shall have all rights under this CBA.

## **Section 7. Filling of Vacancies**

A vacancy is defined as a vacated position. A new job is defined as an additional permanent position within the bargaining unit. In case there is no one in a seniority group qualified for promotion under Section 6 of this article, the Company may fill vacancies by following the process outlined in Section 11, Job Postings, to:

1. Promote from within the bargaining unit.
2. Hire from outside the bargaining unit.

A temporary promotion which does not involve all of the substantial aspects of the higher paying skill set, will not necessarily by itself satisfy the minimum qualification requirements of a regular, full-time assignment in the higher paying skill set. For purposes of full-time promotion, candidates must still meet the minimum requirement of the regular, full-time job.

## **Section 8. Layoffs**

When decreasing the workforce, probationary employees, apprentices, and interns shall be the first to be laid off from the affected skill set within the seniority group/skill sets within a job classification. When it becomes necessary to lay off employees in any seniority group/skill set, the employees with the least seniority shall be laid off first.

Leads, ET and OE Test Controller skill sets will be combined with journeyman for lay off purposes only and the employees with the least seniority in the combined list shall be laid off first.

An employee scheduled to be laid off shall be given an opportunity to accept an assignment into one of the seniority group/skill sets, to which he/she have previously been assigned and held seniority, provided his/her seniority exceeds that of any employee in his/her previously assigned seniority group/skill set.

If a job opening later occurs in the employee's seniority group from which he/she was laid off, he/she shall be recalled to said seniority group if his/her seniority exceeds that of other employees having recall rights to the seniority group/skill set. The Company will maintain a special list of individuals who have held seniority in any previous job.

## **Section 9.     Recalling**

Recalling shall be in reverse order of layoffs within a seniority group/skill set. The recalled employee shall return to the former classification and seniority group/skill set held at the time of lay off.

Employees being recalled shall be notified by telephone and email if provided. If telephone or email contact cannot be made, the employee shall be notified by certified mail, mailed to the last address on record in the Company's files. The AEMTC President and/or Recording Secretary will be regularly advised of the notification status. If the Company does not receive a reply from the employee to said letter within six days from the date of its delivery, as verified via electronic postal service records, in which the employee agrees to report for work within two calendar weeks after receiving said notification, or if the post office returns said letter to the Company because the addressee has moved, or the employee does not report for work on the date he/she agreed to report as provided in this section, the employee will be considered to have forfeited all recall rights, unless these time limits are extended by the Company. In case of an emergency the Company may temporarily fill any vacancy. Laid off employees who are offered jobs of less than 45 calendar days' duration by the Company will not lose their seniority if they do not accept the offer. Qualified



employees may be hired while laid off employees are being recalled.

## **Section 9a. Special Recall**

In addition to the recall rights afforded laid off employees, the Company recognizes the recall rights of the employees not initially hired by the Company. The Company will consider all laid off employees for "special recall" to new bargaining unit jobs declared and posted by the Company.

Employees so affected must have the skill, ability, and experience to be recalled to these open positions.

After the start date of this CBA, if a new job is posted by the Company and is not filled internally, employees eligible for special recall will be placed on a common special recall list in seniority order. A joint Company/AEMTC evaluation board will review the laid off employees in seniority order to determine whether or not they have the skill, ability, and experience to be recalled under this section.

If the board determines an individual is qualified for the new job, the Company will issue a special recall letter notifying the laid off employee of the recall. If the employee turns down this offer, he/she will not be considered for special recall in the future but will retain his/her recall eligibility for the seniority group from which he/she as originally laid off.

Any eligible employee recalled under this section will have performance reviews at monthly intervals (30, 60, and 90 days). If it is determined during these reviews the employee cannot perform the essential functions of the new job, the employee will be laid off under the same terms as probationary employees. If it is determined during these performance reviews the employee can perform the essential functions of the new job, the employee shall be retained in the new job with a seniority date for lay off and shift preference in the new job being the first day worked in the new job (date of entry).

Any lay off under this section will not be subject to severance allowance if the employee fails to demonstrate the ability to perform the job in the qualifying period.

## **Section 9b. Medical Recall**

Any employee will be given the option to be placed on the medical recall list. Eligibility for recall from the medical recall list shall not exceed 24 months from the date an employee is medically terminated from the Company.

If a job is posted by the Company and not filled internally, the Company will review all individuals by skill set on the medical recall list who have been medically released by the Company's occupational medical provider. The occupational medical provider will determine if the individual to be recalled under this section is able to perform the essential skills of the position with or without reasonable accommodations.

If the Company's occupational medical provider clears and releases an individual to perform the essential functions of the posted job, the Company will review all restrictions (if any) to determine if medical recall can be offered to fill the position with or without reasonable accommodations. Once a favorable determination is made, the Company will issue a letter notifying the individual of the medical recall. If recall is declined or the Company does not receive a response within six days from the date of delivery as verified via electronic postal service records, and/or if the individual fails to report to work within two calendar weeks after being notified, the individual will be removed from the medical recall list and no longer considered for recall.

Employees who have not been medically cleared by the Company's occupational medical provider and wish to appeal the decision may follow the process defined in Article XI, Section 2, Ability to Return to Work after Injury, Illness, or Physical Impairment.

Any individual recalled under this section will have performance reviews at monthly intervals (30, 60, and 90 days). If it is determined during these reviews the employee cannot perform the essential functions, the employee will be terminated under the same terms as probationary employees.

Any termination under this section will not be subject to severance allowance if the employee fails to demonstrate the ability to perform the job in the qualifying period.

## **Section 10. Seniority During Absences**

Employees will continue to accumulate seniority when absent due to occupational illness or occupational accident. Employees will continue to accumulate seniority when absent due to personal illness for a continuous period of 18 months. Seniority will also be accumulated during leaves of absence granted in accordance with Article VI of this CBA and for approved leaves of absence for other personal reasons not in excess of 30 days.

## **Section 11. Job Posting**

**Internal Posting.** New jobs and/or vacancies to be filled shall be posted internally on the applicable NAS or Chugach website under Human Resources with a description of the job or vacancy, its location, and rate of pay for a minimum of five working days. Those current AEMTC wage workforce members not in probationary status and qualified for the position will receive preference prior to an external candidate being considered. Interested wage employees shall submit an electronic resume on the portal.

**External Posting.** Jobs not filled by internal candidates and vacancies as a result of lateral bidding (See Section 14 of this Article) will be posted externally on the applicable NAS or Chugach website under Human Resources with a description of the job or vacancy and rate of pay for a minimum of three working days.

The Company will also send an email notice of the job opening to all wage employees concurrent with the posting of the opening on the portal. Employees may receive electronic notification of open positions by signing up to receive such notifications from the Company. Alternately, employees may periodically visit the Company's web page to view current open positions.

Wage employees may apply for positions with any partner contractor with the understanding that if selected for a position with another company, the employee will be required to resign from their current employer and accept employment with the alternate company. All current employment laws will apply to the employment change, including those related to Company-sponsored benefit programs. When job openings are declared by the Company, the appropriate Chief Steward and the AEMTC shall be notified electronically and in writing of approved position(s).

Filling of vacancies caused by disabilities, leaves of absence, **and to maintain minimum core numbers** shall not be subject to the posting procedure.

**Effective January 1, 2022, all new hires and current employees at less than 90% of the current applicable pay rate with a Department of Labor apprenticeship certificate (card) in the skill set for which they are being/were hired will be placed at 90% of the current applicable pay rate. The normal progression rate still applies, i.e., 90% to 95% one year, 95% to 100% one year.**

## **Section 12. Shift or Schedule Preference (Bump or **Riding the Shift**)**

The employee with the greatest seniority within a classification within a seniority group/skill set will be permitted one shift or schedule preference bump once every six months. It is understood an employee may use his/her seniority for **Shift Preference (riding the shift)** any time a shift change or schedule change on his/her overtime list occurs. **(This is not a bump.)** In all cases where the Company changes the scheduled hours of the day or the scheduled days of the week, the employee within the overtime list may exercise his/her seniority rights. In the absence of unusual or compelling circumstances to the contrary, an employee is entitled to use his/her seniority preference for all shift changes or schedule changes on his/her overtime list in accordance with the following:

- A shift/schedule preference bump will first occur within assigned overtime list, then to Branch, and then to Directorate.
- **Shift preference requests (riding the shift) must be submitted in writing or via email to the craft supervisor when notice of a shift change takes place.**
- **If a bump is approved during the last three months of the fiscal year and either person involved in the bump is the high person on his/her overtime list by 20 or more hours, he/she will have the option to complete the bump and be placed equal to the high person or postpone the bump until October 1.**
- Training/qualification costs incurred due to shift/schedule preference will be limited to 80 hours. Shift/schedule preference requests causing more than 80 hours of training will be reviewed on a case-by-case basis by the Labor Relations Manager, Operations and Maintenance Functional Manager, and sent to the applicable Director for final disposition
- Must involve a different workweek schedule (i.e., different workdays)
- Upon approval, a shift/schedule preference change implementation will take place within 15 calendar days unless operational requirements dictate otherwise

NOTE: Directorate has the same meaning as the term "Department" previously used by other contractors. Branches report to a Directorate. Employees may only bump within their current company. Mission Ops = NAS Directorate; Base Ops = Chugach Directorate.

Employees will not be allowed to use their shift or schedule preference request(s) **(bump)** to obtain a shift or work schedule created to support a temporary operational need of 60 days or less. The Company and Union may mutually agree to extend this limitation if the temporary shift or work schedule continues for more than 60 days. Temporary

operational needs include; a specific test project, an investment project, turnarounds, emergency, major maintenance, or other such programs.

**Riding the Shift will be allowed for temporary shift or schedule assignments of more than seven days within your affected overtime list. No premium payment will result from riding the shift. At the end of the temporary shift or schedule change all individuals impacted due to riding the shift will return to their originally assigned work location and shift or schedule. Riding the shift can be denied based on qualifications and/or skill at performing the work.**

A withdrawal of a shift or schedule preference request will count as a shift or schedule preference, and the employee will not be able to submit a shift or schedule preference request again for six months. The shift or schedule preference shall be effective no more than 15 calendar days after notice is given to allow for orientation and training unless operational needs dictate otherwise. This provision shall not be used to remove essential skills or operating capability from any single operating unit. Shift preference issues will be brought to the Labor Relations Manager for review and disposition; a process will be developed to handle such issues and recommended path forward.

### **Section 13. Transfers**

Transfers for a period of more than 60 calendar days are considered permanent and those less than 60 calendar days are temporary. When permanent transfers become necessary from one overtime list to another, it shall be done on a senior volunteer basis from the affected overtime list. If there are no qualified volunteers, the junior qualified employee shall be transferred. Temporary transfers from one overtime list to another will be made by the Company and will not be subject to the senior volunteer provision, but seniority will be used where it is reasonable to do so. Temporary transfers can be extended by mutual agreement of the Chief Steward and the Company. The request for extension shall not be unreasonably denied. The

transferred employee will be returned in relative order to his/her former overtime list at the end of the temporary assignment.

**NOTE: Individuals temporarily promoted to a higher skill set (e.g., Journeyman to Lead) will be transferred based on their full-time skill set classification, regardless of current overtime list assignment.**

## **Section 14. Lateral Bids**

Lateral bidding is the process of moving within the skill set to a vacant position. Employees may bid on the vacant, posted position. Selection of an employee for a lateral bid will be based on the most qualified candidate. Factors that will be taken into consideration in order to determine the most qualified candidate:

- Worker qualifications and training
- Years of experience
- Seniority
- **Security Clearance requirements including EAL/SAP lists**

Employees will be allowed to bid laterally once per year which will be counted as one shift preference move. Lateral bids will only be applied to the initial job posting; however, at management's discretion, any subsequent vacancy created as a result of a lateral bid may be filled in the same manner.

**If the lateral bid occurs during the last three months of the fiscal year and the person involved in the lateral bid is the high person on his/her overtime list by 20 or more hours, the Company can postpone the lateral bid until October 1. If the lateral bid will impact business needs, the lateral bid can be postponed. The Company will notify the appropriate Chief Steward of any potential delays.**

**In accordance with Article V Seniority, Section 13 Transfers, the Company reserves the right to**

**temporarily return the laterally bid employee to his/her former position if business/testing needs dictate.**

## **Section 15. Loaned Employee Program**

Employees moved between companies (i.e., NAS and Chugach) must utilize the "Loan-To" process which enables personnel to perform work in other areas without having to change employers. Employees on loan will continue to be paid and receive benefits from their actual employer and will continue to report to management of that employer, although they may be directed in their duties by a manager of the employer to which they have been loaned.

## **ARTICLE VI UNION LEAVE**

### **Section 1. Union Representatives**

Accredited Union representatives shall be granted a reasonable number of leaves of absence without pay, not exceeding 15 calendar days consecutively to attend conventions or other operations. It is agreed 10 days' notice of such leaves of absence will be given, except in emergencies, and no more than six employees shall be absent at any one time for such purpose, except for council referendum votes, contract negotiations, or by special request of the Union; and if conditions will permit, this number may be increased by permission of the Company. Such leaves of absence shall not affect the seniority of employees.

### **Section 2. Extended Leave**

Any employee whose continued absence of a longer period is necessary because of the duties as an officer or representative of the Union will be given a leave of absence for the term of the office and be renewable at the Union's request without pay for such purpose. Upon retirement from such office, the employee shall be entitled to return to his/her old position or a position of the same class without loss of seniority, provided the employee reports for work



within 15 days following the expiration of his/her leave. An employee granted such leave of absence shall return all security identification issued to them.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

This article defines the workday, workweek, scheduled days off (SDO), and regular work schedule and the manner in which these affect payments made to employees. Nothing in this article shall be construed as a guaranty of hours worked or limitation of hours worked, nor as a restriction on the Company in adjusting the working schedule to meet operating requirements.

For the purpose of this CBA, the employee's straight-time rate is the rate of pay per hour exclusive of shift differential, overtime premium, work assignment pay outlined in Article XIV, Section 3a, and other forms of remuneration. The regular rate is the rate of pay per hour including applicable shift differential and work assignment pay but excluding overtime premium and other forms of remuneration.

#### **Section 1. Definitions**

- a. An employee's work schedule is the days and hours an employee is scheduled to work within the employee's established workweek. For further details, see Section 3 of this article.
- b. An employee's workday is a period of 24 consecutive hours starting at the time the employee is scheduled to begin work on the first work-shift in the established workweek. Each succeeding workday is a 24-hour period beginning at the same hour of the day.
- c. The work-shift, as designated by the Company, is the specific hours an employee is scheduled to work.
- d. Scheduled days off are those days on which an employee is not scheduled to work during the established workweek. The days may fall on any days

and in different established workweeks but will be consecutive.

- e. An overlapping shift is one in which an employee's scheduled work-shift overlaps two calendar days by more than 30 minutes. The workday of an employee assigned to an overlapping shift is a 24-hour period beginning at the time the employee is scheduled to begin work, on the first work-shift in the established workweek.
- f. A calendar day, for the purpose of Article VII, will be the 24-hour period beginning at **2300**.

## **Section 2. Normal Hours**

- a. Day shifts (shifts with starting times between **0500** and **0730** Monday) will consist of 8.5 hours and will include a 30-minute, unpaid lunch period with Supervisor's approval. The lunch period may be taken within 30 minutes before or after the employee's normal lunch period. Lunches not observed during this 1.5-hour period will, at the direction of the Company, be counted as hours worked and paid at the appropriate rate.
- b. The normal second or fixed evening shift shall consist of five days of eight consecutive hours beginning between **1330** and **1600** Monday.
- c. The normal third or fixed late-night shift shall consist of five days of eight consecutive hours beginning between **2130** and **2400**.
- d. Odd shifts are those shifts neither fixed nor rotating and may begin at irregular hours or on irregular days in the established workweek. Employees working odd shifts will be scheduled for eight consecutive hours and five days per week.
- e. Changes in the normal number of hours per day or per week may be made by mutual agreement of the Company and the Union. Following notification by the Company of a request for mutual agreement of a non-standard schedule, the Union will provide its response

within 30 days or sooner. Based upon operational requirements, no request will be denied by either party impacting test operations or other planned activities.

- f. It is understood all shifts will be posted in accordance with Section 3a.

### **Section 3. Work Schedules**

- a. An employee's regular work schedule is the scheduled workdays within the established workweek, to be determined by the Company, and posted no later than the end of the day shift on Thursday of the previous week.

If operational requirements change, employees may be assigned to a new regular work schedule provided the new regular work schedule is properly posted without the payment of premium pay, providing a minimum of 24 hours will elapse between the end of their last work-shift in one workweek and the beginning of their first work-shift in the following workweek.

- b. A minimum of 24-hour notice in advance of the beginning of a new shift shall be given employees of any change in the posted hours. An employee who has not received 24-hour notice in advance of any shift change will be paid time and one-half (1.5) for the first eight hours of such change. Employees required to change shifts a second time within the workweek will be paid time and one-half (1.5) for the first eight hours of the second change.

**NOTE: Acceptable forms of notification include current standard posting process with the addition of supervisor direct contact, phone call, and/or text message. Company and Labor agree to work together to address any notification concerns and can be discussed at the monthly Management/Chief Steward Meeting.**

- c. When Saturday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first SDO within the

established workweek shall be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the second SDO within the established workweek shall be considered to be Sunday.

- d. Hours worked, holidays, and vacation shall be counted as time worked for overtime considerations.
- e. Employees may trade shifts or days off within their own skill set **by mutual agreement between employees with a set duration determination** and prior approval of their respective Supervisor **and Branch Manager, and** provided no overtime is created by the exchange of shifts or days off. **The trading of shifts requires the use of Trading Shifts Agreement form submitted to management with required approvals prior to any trading of shifts taking place. It is understood that any mutual agreement between employees to shorten or extend a Trading Shifts Agreement must have Supervisor and Branch Manager approval.**

#### **Section 4. Authorized Shift Schedules**

The Company reserves the right to implement the following schedules in support of Test Customer needs, planned work activities, and any other scope necessary to complete the TOS Contract.

##### **a. 5 x 8 Shift Schedule**

The established workweek begins on Sunday at 2300 hours and ends on Sunday at 2259 hours. A workweek may consist of five workdays consisting of 8.5 consecutive hours including a 30-minute, unpaid lunch break followed by two consecutive SDO. The shift will begin between 0500 and 0730.

##### **b. 9 x 80 Shift Schedule**

The established workweek begins on Friday mid-shift and ends the following Friday mid-shift, with every other Friday as a SDO. The Friday SDO will be established by the

Company to meet customer requirements. Management reserves the right to change the Friday SDO as necessary to meet customer needs. A shift may consist of four, nine consecutive hour workdays including a 20-minute, paid lunch break with every other Friday off. The working Friday may consist of eight consecutive hours including a 20-minute, paid lunch break. The shift will begin between 0500 and 0730.

c. 4 x 10 Shift Schedule

The established workweek begins on Sunday at 2300 hours and ends on Sunday at 2259 hours. A shift may consist of four workdays consisting of 10 consecutive hours including a 20-minute, paid lunch break followed by three consecutive SDO. The shift will begin between 0500 and 0730.

d. Rotating 5 x 8 Shift Schedule

The established workweek begins on Sunday at 2300 hours and ends on Sunday at 2259 hours. A workweek may consist of five workdays consisting of eight consecutive hours with a 20-minute, paid lunch break. The shift(s) may begin between 0500 and 0730, 1300 and 1530, or 2100 and 2330 hours. Scheduled days of work for first shift is Monday through Friday, then has two SDO. Scheduled days of work for second shift are Monday through Thursday, then two SDO, and works Sunday. Scheduled workdays for third shift are Monday and Tuesday, with two SDO then Friday, Saturday, and Sunday. The additional employee(s) works a flex shift, filling in the two SDO on third shift, two SDO for second shift and one second shift to cover for the second shift employee covering first shift.

e. Rotating 5 x 8 Shift Schedule with Relief

The established workweek begins on Sunday at 2300 hours and ends on Sunday at 2259 hours. A workweek may consist of five workdays consisting of eight consecutive hours with a 20-minute, paid lunch break. The shift(s) may begin between 0500 and 0730, 1300 and 1530, or 2100 and 2330 hours. Employees will work five consecutive days with

two SDO. Some employees will rotate between first and third shift; others will have designated shifts. One team member is assigned as a scheduled relief employee and is assigned to the first shift. SDO will vary based upon assigned position and may occur on Monday and Tuesday or Wednesday and Thursday or Saturday and Sunday. SDO may vary based upon workload requirements.

## **Section 5. Time and One-Half**

Overtime at the rate of 1.5 times the regular rate of pay shall be paid as follows:

1. For hours worked in excess of 40 in the established workweek, or
2. \* For hours worked before the first scheduled workday in the established workweek, or
3. For hours worked in excess of daily scheduled shift in the workday (i.e., 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> on an eight-hour scheduled shift), or
4. For the first 12 hours worked on Saturday or for the first 12 hours worked on the employee's first SDO in the established workweek.
5. On any shift schedule that contains three SDO, the first two SDO will be paid at time and 1.5 for the first 12 hours.

\* NOTE: If the full shift is not worked, the overtime rate of 1.5 times will not be paid for those hours worked prior to the start of the shift.

The Company and Union agree there will be no infractions or patterns of abuse either by employee or management (e.g., augmenting pay types to get to premium paid schedules).

## **Section 6. Double Time**

Overtime at the rate of two times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of 12 during any workday, or
- b. For hours worked in excess of 12 on Saturday or for hours worked in excess of 12 on the employee's first SDO in the established workweek, or
- c. For all work performed on Sunday, or for all work performed on the employee's second SDO in the established workweek.
- d. For all shifts that contain three SDO, the third SDO will be paid at double time.

## **Section 7. Holidays**

The following holidays will be considered as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

In addition, three consecutive days at Christmas. Company will select these days to be observed and give 60 days advance notice of days selected.

An employee's holiday will be the 24-hour period beginning at the time the employee is scheduled to begin work on his/her work-shift which starts during the calendar holiday.

Pay at the rate of 1.5 times the regular rate of pay, in addition to holiday pay, will be paid for the first eight hours worked on the above holidays. Hours worked in excess of eight will be paid at the rate of two times the regular rate of pay, exclusive of any holiday pay. Eight hours' pay at straight time shall be given to all employees who are normally scheduled to work on the above holidays but who are not permitted work by the Company.

When a recognized holiday falls upon an employee's first SDO, the workday immediately preceding shall be observed as his/her holiday; when a holiday falls upon his/her second SDO, the next succeeding scheduled workday shall be observed as the employee's holiday.

If a designated holiday occurs during an employee's vacation, the employee will receive eight hours' pay at straight time and the holiday will not be charged against the employee's accrued vacation.

If any employee is asked and works on any negotiated holiday, he/she may individually choose: (1) to be paid 1.5 times his/her regular rate of pay, plus holiday pay; or (2) schedule the holiday time off with advance approval during the same fiscal year. The holiday hours not taken will be paid out at the end of the fiscal year.

Use of floating holidays must be taken in increments of four hours or more and submitted no later than 48 hours in advance of the requested time off. Requests must be submitted to the employee's immediate supervisor for approval/disapproval by the Branch Manager or designee.

Requests to use floating holidays will be reviewed to determine the impact on operations and overtime requirements. No overtime should be generated based solely on the use of floating holidays.

The Company will attempt to return an employee to a 5 x 8 schedule in support of workweeks which contain a holiday.

An employee who does not declare his/her preference for receiving holiday pay or to take the holiday hours at another time will be paid his/her holiday pay in his/her next regular paycheck.

Holiday hours for employees out on IDP will be paid at the regular rate of pay and will not be converted to vacation nor be used to supplement IDP.



## **Section 8. Call-In**

An employee who is notified by the Company to report for work outside of his/her regular shift shall receive not less than the equivalent of three hours' pay at time and one-half (1.5) his/her regular rate for such call-in; however, this guaranty is not applicable under the following conditions:

- a. An employee is notified prior to the end of his/her previous work-shift of an early starting time on the next work-shift.
- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside the employee's regular shift, does not report at the specified time or within a reasonable period thereafter.

## **Section 9. Reporting for Work**

Any employee who properly reports for work on his/her regular shift and is sent home because of lack of work shall receive a minimum of four hours' pay at his/her regular hourly rate, unless he/she has been notified not to report to work at least by the end of his/her last regular shift. The most senior volunteer will have the option of being relieved of duty within a skill set, within an overtime list when it is reasonable to do so before the junior employee is relieved of duty.

## **Section 10. Lost Time**

The Company will use one-tenth of an hour (6 minutes) as a unit in computing tardiness. If an employee clocks "in" from 1 to 6 minutes late, the employee will lose one-tenth of an hour (6 minutes). For tardiness beyond 6 minutes, the regular procedure of computing time in multiples of 6-minute intervals will apply. Employees leaving the job early will be considered tardy on the same basis as if they reported to work late. Employees shall not be required or permitted to work during the period used in computing tardiness. The foregoing shall not be considered as a

limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

### **Section 11. Exchange of Jobs**

When an employee is assigned to a higher paid job, he/she will receive the higher rate for the time he/she is on the job.

### **Section 12. Pyramiding of Overtime**

The allowance of overtime pay on any hour for which an employee receives compensation eliminates that hour from consideration for overtime pay on any other basis. If overtime worked falls under two or more pay rates, the higher rate shall prevail in determining overtime pay.

### **Section 13. Offsetting Overtime**

An employee shall not be required to take time off from his/her regularly scheduled normal workweek in order to offset overtime.

### **Section 14. Assigning and Posting Overtime**

The Company and Union agree the intent of charging overtime hours worked and/or refused is to actually reflect the accurate number of hours worked. Opportunities for overtime work assignment shall be divided as equally as reasonably practical among qualified employees who regularly perform the work during non-overtime hours. As an exception to this rule: if overtime is offered to bring an employee back within the 60-hour overtime spread and the employee refuses this overtime, he/she will be charged whether the overtime is worked or not. The exception will only be exercised during the last three months of the fiscal year.

Overtime among employees within a skill set on the overtime list will be assigned, so the differential of overtime hours does not exceed 60 hours at the end of any fiscal year. An overtime list and a list of overtime payments will be kept and made available to the Union for examination at any time. The Company agrees to meet at the request of the Union when the overtime list indicates steps should be

taken to narrow the differential and to reduce excessive overtime.

If, at the end of the fiscal year, the differential between the high and low person exceeds 60 hours within a skill set within an overtime list, the low person or people shall be paid overtime pay to be credited as overtime hours worked to the extent necessary to reduce the differential to allowable limits.

The Company and the Union will review all overtime distribution lists the first week of April and July for the purpose of reducing problems with the overtime list.

Employees working overtime hours during temporary assignments outside of the confines of Arnold Air Force Base, Tennessee, will be removed from the applicable overtime list. Upon returning to work from such temporary assignment, the employee will be replaced on the overtime list in the relative position to the high person (the same differential of hours) as held prior to the temporary assignment.

A new employee, at the end of the probationary period, will be charged with the same amount of overtime hours as the highest person within the same skill set, on the same overtime list.

Employees accumulating high levels of overtime while working on special security projects shall not be considered in tabulating a differential in overtime hours unless the overtime distribution has returned to an equitable level with other employees within the skill set within the overtime list. The Company will review overtime lists of personnel scheduled to support special security projects and look for opportunities to distribute overtime within security requirements.

A temporary Supervisor will not be offered bargaining unit overtime, unless physically located four hours prior to the end of the shift back into the bargaining unit. A temporary Supervisor shall be returned to the craft overtime list in

relative position at the end of the temporary Supervisor assignment.

Employees who are reassigned will be placed in the relative position to the high person (the same differential of hours) on the new overtime list as they held in their previous overtime list. If the reassigned employee was high on the old overtime list, he/she will be placed on the new overtime list as high person by the same differential of hours over the next high person. If an employee is reassigned to an overtime list on which he/she is the only employee on the list, and if the employee remains the only employee on the list for a period of less than six months, and is then transferred, either to a new overtime list or back to his/her original overtime list, then he/she will join that overtime list with the same differential to the high person as he/she held when he/she left his/her original list. Employees who work as many as four hours and are physically located on the new overtime list at the end of their work-shift will remain on the new overtime list on their next scheduled shift.

If an employee is offered overtime and refuses, for any reason, he/she will be charged on the overtime list for the actual hours worked and not the hours offered.

If it is necessary, the Company will attempt to offer overtime using the following sequence:

1. Lowest person on overtime list available for time and one-half pay (1.5) (i.e., premium pay)
2. Employees who have declared themselves available and are at a straight time rate of pay

After first offering the overtime to all the employees on the overtime list, the Company will direct the low, available employee on the overtime list to work. The employee will be charged for the hours refused in addition to the hours the employee is directed to work.

NOTE: Any employee who refuses/works at the straight time pay rate will not be charged on the overtime list.

An employee who is absent because of illness, **military leave of absence, leave of absence**, or a disability will not be offered overtime and will be removed from the applicable overtime list. Upon returning to work **from the absence**, the employee will be replaced on the overtime list in the relative position to the high person (the same differential of hours) as held prior to **absence**. An employee who incurs a limitation because of **such absence** which prohibits overtime assignments will not be offered overtime and will be removed from the overtime list during such restriction. When able to work overtime, the employee will be replaced on the overtime list in the relative position to the high person (the same differential of hours) as held prior to becoming ill or disabled. An employee whose restriction does not prohibit overtime assignments will be offered overtime. The determination as to whether an employee with a restriction can or cannot accomplish a particular overtime assignment shall be made by the Supervisor with **Management concurrence**.

An employee who uses sick leave hours for a medical/dental/vision appointment and returns to work prior to his/her end of shift will be considered available for overtime. An employee who does not return prior to the end of his/her shift will declare his/her overtime availability via electronic database. An employee who declares he/she is not available will remain in a relative position on his/her overtime list.

**NOTE: Sick Leave used for medical/dental/vision appointments will be counted as hours worked.**

The Union and the Company agree if an employee goes out on a leave of absence and returns within the last 30 days of the fiscal year (September), the employee will return to his/her overtime list in relative position to the high person. If the placement of the returning employee on his/her overtime list drives the spread out of the allowable 60 hours, the Company will be afforded an extension to October 31 of the same calendar year to get the spread back within 60 hours, using the same

**provisions exercised during the last three months of the fiscal year.**

An employee who is instructed by his/her Supervisor to work unscheduled overtime after the end of his/her shift will be offered a minimum of one hour. If the work is completed in less than one hour, the employee may be paid for time worked.

Overtime hours, before they are posted on the overtime record, will be translated into the equivalent straight-time hours to the nearest one-tenth hour, i.e., one hour paid at double time will be posted as two hours. Hours worked on holidays are not overtime and will not be posted as such on the overtime list. All hours worked on holidays shall be offered on the basis of seniority within an overtime list.

Employees who have scheduled four or more hours of vacation will not be asked to perform overtime work during this period. Employees who have scheduled at least four hours vacation at the end of a shift will not be offered overtime until they properly report for the next scheduled work shift. An employee who has scheduled at least four hours of vacation at the beginning of a shift will not be offered overtime from the end of his/her last scheduled work-shift prior to the scheduled vacation until he/she properly report for his/her next scheduled work-shift.

However, if the employee has scheduled vacation, he/she may elect to be available for overtime and notify his/her Supervisor of such at the time of the scheduling of vacation. If the employee subsequently refuses such offered overtime, the employee will be charged according to paragraph 10 of Section 14.

**At management's discretion, supervisors may offer overtime to employees on another list of the same skill set after the first offering the overtime to all employees on their normal crew overtime list.**

**The requesting supervisor may contact other appropriate supervisor(s) in the other area(s). The supervisor(s) contacted by the requesting supervisor**

will ask the low person on their respective list(s) to work on the requesting supervisors(s) crew, then go up the list sequentially. If no one volunteers, the requesting supervisor will go back to his overtime list and direct the low available employee on his overtime list to work.

Charging of overtime hours for employees from an overtime list outside of the requesting supervisor's normal crew overtime list shall be as follows: These hours will be charged to the employee's own original crew overtime list. All hours charge will be in compliance with the CBA.

## **ARTICLE VIII VACATIONS**

### **Section 1. Vacations**

Regular, full-time employees shall receive vacations in accordance with their Company service. Time spent in layoff, leave of absence exceeding 30 days, and other separations from the payroll will not be computed in determining length of Company service.

Regular, full-time employees will be credited with vacation on a monthly basis for each month of employment (accruals will stop for employees on IDP after six months or when current leave balances are exhausted, whichever occurs first). No employee will be allowed to schedule vacation until after 30 days of employment. The maximum accrual carryover at the end of each fiscal year will be **320** hours. At the end of the fiscal year, employees who have more than **320** hours of accrued vacation will have the excess amount over **320** hours paid out at the employee's rate of pay as of September 30, **at 2259 hours**. The payout will occur in October. Regular, full-time employees hired on or before December 22, 2003, and those hired from the preferential hiring list on or before December 22, 2006, will accrue vacation on a monthly basis in accordance with the following schedule:

<b>Years of Company Service</b>	<b>Accrual per Month of Employment</b>
0 to less than 5	8 hours
5 to less than 10	9 hours
10 to less than 15	11 hours
15 to less than 20	13 hours
20 to less than 25	14 hours
25 to less than 30	15 hours
30 and over	16 hours

New employees hired after December 22, 2003, will accrue vacation in accordance with the following schedule:

<b>Years of Company Service</b>	<b>Accrual per Year</b>
0 to less than 5	80 hours
5 to less than 10	100 hours
10 to less than 15	120 hours
15 to less than 20	140 hours
20 to less than 25	160 hours
25 years and over	180 hours

In addition to the above, full-time, regular employees and those hired from the preferential hiring list on or before September 30, 2005, will accrue an additional eight hours of vacation on October 1, 2005, and on October 1 each year thereafter. New employees hired on or after October 1, 2005, will not receive the additional eight hours of vacation as noted above.

#### Scheduling Vacations:

- a. The Company will give preference as to the dates in accordance with employee seniority and the operational requirements of the Company. Any



requested vacation must be approved by the Company before it is to start.

- b. Vacation payment will be calculated on the basis of an employee's straight-time hourly rate, including applicable shift differential and work assignment pay and the number of hours in the normal workweek of the plant.
- c. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, the employee or the employee's **beneficiary(ies)** will be paid accrued vacation not to exceed **320** hours.
- d. Absence of an employee on a scheduled workday, immediately preceding or following the employee's vacation, **must be approved by management. Each request will be considered on a case-by-case basis.**
- e. Employees starting work between the 1st and the 15th of the month will be given credit for the full month, whereas, employees beginning their employment on the 16th day of the month, or any day thereafter, will be given no credit for that month. If termination of employment occurs between the 1st and the 15th day of the month, vacation time will be computed to the last day of the previous month. If termination occurs on the 16th day of the month or thereafter, the vacation time will be computed to the end of the month.

## **ARTICLE IX WAGES AND BENEFITS**

### **Section 1. Wage Schedules**

The Company and the Union agree the wage rates shown as pay scales in Exhibit A to this CBA shall become effective September 30, 2021, at **2300 hours** and **2300 hours** each September 30 thereafter for the term of this CBA.

## **Section 2. New or Revised Skill Sets**

When it is necessary to establish a new skill set or revise an existing skill set, the Company and the Union will negotiate a job title and a wage rate for the new or revised skill set.

## **Section 3. Promotions**

An employee promoted to a higher skill set will receive the starting rate of the new skill set. When an employee is promoted from one position to another, the employee will receive no less than the percentage the employee is at upon promotion. The employee will thereafter progress to the job rate in accordance with the progression schedule for the new skill set.

## **Section 4. Demotion**

When an employee is demoted to a lower paying skill set, either at the employee's own request or when no other work is available that he/she can perform, he/she shall receive the maximum rate of the lower skill set as of the date of the demotion except if the employee's present rate is below the maximum rate of the job to which the employee is being transferred, the employee shall receive the next closest rate step that does not provide an increase in pay.

## **Section 5. Pay Day**

Pay day shall be weekly, and employees will be paid on Friday following the end of the pay period. Davis-Bacon will be paid in accordance with legal requirements. Direct deposit will be required of all employees.

Any error or failure of the employee to properly record his/her time will be reviewed on a case-by-case basis in determining if a separate check will be provided. If an error by the Company is discovered, then all efforts will be made to research and correct the error as soon as possible or no later than Tuesday the following week, unless other arrangements are made with the employee.

When an electronic deposit error occurs through no fault of the Company, corrections will not be made until the erroneously deposited funds have been recovered or otherwise accounted for. For example, if an employee changes his/her bank account and his/her paycheck is not deposited in his/her new account due to an untimely notification of the change, a new paycheck will not become available until the funds have been recovered from the banking institution.

## **Section 6. Shift Differential**

A shift differential will be paid to employees who are assigned to these shifts only:

- a. 2<sup>nd</sup> shift – \$1.50 per hour
- b. 3<sup>rd</sup> shift – \$3.00 per hour

An employee who works eight or more hours outside his/her assigned normal shift within a 24-hour period will receive the appropriate shift differential.

## **Section 7. Overtime Lunches**

Any employee, upon the completion of 12 or more continuous hours of work, excluding his/her regular lunch period, will be paid a meal allowance of \$5.00.

## **Section 8. Saturday and Sunday Premium Pay**

Employees who are scheduled to work on Saturday as a part of their regular work schedule shall be paid \$0.50 per hour in addition to their regular rate for Saturday's work. Employees who are scheduled to work on Sunday as part of their regular work schedule shall be paid \$1.00 per hour for work performed on Sunday. The \$0.50 premium paid for Saturday and the \$1.00 premium paid for Sunday shall not be considered in determining overtime payments nor shall they be considered for employees who are working overtime on Saturday or Sunday.

## **Section 9. Longevity Pay**

Employees currently receiving longevity pay as of July 1, 2017, will continue to receive it in its current amount of either \$0.06 or \$0.10.

Longevity pay the employees are receiving will not be included in the base rate to compute any percentage increase that the employees will receive in the future.

## **ARTICLE X CONTINUITY OF OPERATIONS**

### **Section 1. Continuity of Operations**

There will be no strikes, no sympathy strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation by any Company employee or employees in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

If it is contended the discharged employee did not violate this section of the CBA, the Union may, within two days after the employee is discharged, contest the discharge by filing a grievance initially in the third step of the grievance procedure; the grievance shall be subject to arbitration under Article IV.

## **ARTICLE XI PHYSICAL EXAMINATIONS**

### **Section 1. Physical Examinations**

An applicant for employment, as a part of the employment process, must meet certain minimum standards of health and physical fitness as determined by a post-offer or conditional offer, physical examination. The physical examination will be given by a licensed physician appointed by the Company.

The Company will provide annual and periodic physical examinations of employees where required by law or where done voluntarily as part of a wellness program. Individual physical exams may be required where circumstances warrant and as permitted by law. PSA tests will be provided annually at no charge for employees' age 40 and above.

## **Section 2. Ability to Work after Injury, Illness, or Physical Impairment**

In case an employee returns to work after being absent because of layoff or due to injury, illness, or physical impairment, the Company may require him to furnish a certificate signed by the Company physician showing the employee is physically fit to return to work. If the physician finds the employee is not physically fit to return to work, the employee may obtain a physical examination by a second physician agreeable to them. If the findings of the second physician are the employee is physically fit to return to work, then the employee may submit to an examination by a specialist agreeable to the employee and the Company, at the expense of the Company, and the opinion of the specialist shall be final.

An employee who becomes eligible for non-occupational disability pay after receiving a layoff notice because of a reduction in force (RIF) but before the effective date of layoff may be required to submit to a physical examination by the Company physician any time the employee is receiving such pay. If there is any disagreement in the findings between the Company physician and the employee's physician, then the employee must submit to an examination by a specialist agreeable to the Company and the employee, at the expense of the Company, and the opinion of the specialist shall be final.

## **ARTICLE XII SAFETY**

### **Section 1. Protective Equipment**

Where necessary for the safety and health of its workers and/or where required by law or regulations, the Company shall provide protective clothing and safety equipment.

### **Section 2. Good Housekeeping**

The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

### **Section 3. Safety Committee**

A Safety Committee composed of Union and Company members designated by the charter, is hereby established. This Committee will meet at regular monthly intervals to consider safety problems and make recommendations for adoption to the Company.

### **Section 4. Stop Work Authority**

Employees may refuse to perform what is reasonably considered to be extremely hazardous jobs until a written determination is made by a member of the Company's Safety office that necessary precautions are being observed.

### **Section 5. Drug-Free Work Force**

The Company and the Union agree the Company and the Union fully support and agree to comply with Company Policies and Procedures for Substance Abuse, which meet the intent of the Drug Free Workplace Act of 1988 and applicable Department of Defense and Department of Transportation regulations, including applying the expanded USAF and DOT Drug Testing Panels.

It is agreed the Company shall maintain a program providing for the testing of drugs covered by the USAF and DOT panels as well as alcohol for "employees in sensitive positions." Now therefore it is agreed as follows:

1. All employees represented by the AEMTC at AEDC will be considered as employees in sensitive positions.
2. Alcohol and drug testing will be required of the following:
  - a. Employees who are or will be assigned to sensitive positions, in circumstances set forth below.
  - b. When there is reasonable suspicion an employee uses illegal drugs or may reasonably be considered impaired at work or is otherwise violating the applicable program on alcohol and drug abuse.
  - c. As part of a follow-up to alcohol and drug counseling or rehabilitation.
  - d. When an employee has been involved in a mishap or accident involving (i) operating a vehicle or equipment on the job; (ii) resulting in injury to the employee or others; or (iii) resulting in damage to equipment or government/Company property. Testing will occur only when the employee caused the accident or mishap or could have avoided the accident or mishap or has been involved in an unsafe practice.
  - e. When the employee is injured, not as a result of a vehicle accident, and the Supervisor has reasonable suspicion.
  - f. As part of a random drug testing program.
  - g. Employees subject to random testing pursuant to DOT regulations or other applicable government regulations.
  - h. Applicants and new hires for employment.

- i. As required in writing by the AEDC contracting officer.
  - j. Recall from layoff (unless the employee has been tested and a negative result reported within the previous 90 days).
- 3. As part of an annual or periodical physical examination for employees who have to hold DOT licenses (unless the employee has been tested and a negative result reported within the previous 90 days).
- 4. If requested by the employee, the specimen collection facility will collect a split sample. Split samples will be tested as per the current version of the Department of Health and Human Services Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention Medical Review Officer Manual for Federal Agency Workplace Drug Testing Programs. Split sample request for DOT testing, will be as per the DOT Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40). If an employee tests positive, before the Company meets with the employee to discuss the test results, the Company will advise the employee of the right to have Union representation, and, if requested, the interview will not take place until an available Union representative is given the opportunity to be present.
- 5. Employees are subject to the provisions of the Company's substance abuse policy and procedure including the disciplinary policy established there under. Employees are required under these policies to report the use of prescription drugs that may affect their ability to perform work or to safely perform their job. Employees are not required to disclose a disability in connection with this program. Employees are also encouraged, under the Company's policies, to voluntarily report any issues with use of drugs or alcohol. Employees who voluntarily report such issues are eligible for the Employee Assistance Program, which provides support for the employees to address



such issues. However, an employee who does not disclose the need for assistance prior to being asked to submit to a test producing a positive result is not eligible for such program.

6. This CBA is subject to the provisions of any implementing Regulations or any other applicable law which may affect the terms or provisions therein.

## **ARTICLE XIII PROTECTIVE SERVICES**

### **Section 1. Protective Services**

All members of the Union, the Company, and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the USAF. The arbitrator provided for in Article IV of this CBA shall not make any decisions conflicting with security regulations adopted by the USAF.

### **Section 2. Proprietary Information**

The Union and the Company agree they will do their utmost to protect proprietary information.

### **Section 3. Security Clearance Adjudication**

Employees whose security clearance is suspended will be permitted to perform unclassified work during the security clearance adjudication process. Unclassified assignments will be limited to a reasonable number of employees. Assignment to this status will be for a period of up to three months per employee or until resolution of the suspension, whichever occurs first. While a security clearance is in suspended status, DOD computer or network access will not be required.

When and if extenuating circumstances arise, the Company General Manager will consider exceptions to the above limits as they are requested by the AEMTC.

## **ARTICLE XIV JURISDICTIONAL BOUNDARIES**

### **Section 1. Job Assignments**

The Company will assign employees to duties in accordance with Article XIV, Section 3.

### **Section 2. Settlement of Jurisdictional Disputes**

Determination of jurisdictional boundaries is the responsibility of the Local Unions of the Council which have been duly designated to represent employees. Therefore, when work boundaries between crafts have been clearly established by:

- a. Custom, practice, and tradition,
- b. Agreements between national or international unions, or agreements between crafts within an international union, or
- c. Decisions or awards rendered by appropriate bodies.

The employees represented by each such union shall perform the work as determined by these boundaries. Appropriate bodies, as referred to in this article, are defined as those which the disputing Unions by agreement or through participation in such bodies recognize as having the authority to make such awards and decision.

In the absence of established work boundaries, the Company shall assign the work in accordance with custom and practice in the vicinity. In the absence of custom and practice in the vicinity, the Company shall assign the work to those employees who, in its judgment, are best qualified to perform the work with due regard to practices of employers outside the vicinity which the disputing Unions represent.

If, after work has been assigned on this basis, the Unions reach agreement or if an appropriate body renders a decision on the award which conflicts with the Company's

assignment of work, the Company agrees to alter its assignment to conform to such an agreement or award as soon as possible and in any case within 15 working days, except when the period is extended by agreement between the Company and officers of the Council.

A grievance relating to jurisdictional disputes and/or misassignment(s) of work shall not be placed into the grievance procedure, Article IV of the CBA, including the discussion stage. Should the Chief Stewards not reach agreement resolving a disputed assignment of work, the moving Union shall refer the dispute to the AEMTC's internal mechanism and/or Metal Trades Department jurisdictional policy. Should the individual Chief Steward(s) agree on a resolution to the dispute, the Council shall notify the Company of the jurisdictional agreement(s).

The Council shall notify the Company of jurisdictional agreements or disagreements, which affect the assignment of work by the Company.

### **Section 3a. Work Assignment Guidelines**

In order to improve operational efficiencies, the AEMTC and its affiliated Unions agree to perform limited cross-craft work assignments, as defined in this article, to accomplish all the work covered by this CBA. The Company and the Union agree a fully motivated, efficient workforce is essential to achieving the mutual objectives of continuing to be the best aerospace test center in the world.

The Company recognizes the benefits of traditional craft jurisdictions in a highly sophisticated and technologically advanced environment. The Company has invested substantial time and money in equipment and training of its employees in developing and fostering valuable craft skills.

The Company is not looking for total interchangeability. Further, cross-craft assignments shall not be used for the purpose of depopulating affiliates of the AEMTC.

The Company has the responsibility to improve its methods, processes, scheduling, planning, and training within the occupational titles. All facilities, tools, and equipment

should be adequately maintained for craft manpower to be more productive and efficient.

The Company may assign work cross-craft to employee(s) who have the skill, ability, and experience to perform the work safely. The Company shall not place the employee(s) or others at risk of personal injury because of these cross-craft assignments.

Each individual employee has the responsibility and authority to stop work if he/she has reason to believe an assignment puts the employee(s) at excessive or unnecessary risk. All work assignment guidelines apply uniformly during regular and overtime hours.

In consideration of the AEMTC agreeing to these work assignment guidelines, the Company will pay \$0.75 per hour to all classifications.

This additional pay per hour in this section shall not be considered part of the employees' straight time rate and will be governed by Article VII, Hours of Work and Overtime, and will not be paid for jury duty, funeral pay, sick leave, or holiday pay.

The Company agrees to provide the above monetary consideration for members of the bargaining unit in order to gain operational efficiencies through cross-craft work assignments.

Each month at the Labor-Management Committee meeting, work assignments(s) shall be reviewed to determine staffing requirements.

Crafts will be aligned into four major job classifications containing similar skill sets. Within the job classification, the skill designations will contain a vertical skill set based on Union affiliation. Refer to Exhibit A. It is expected employees will attain competency with the skills associated within their vertical skill set.

No jurisdictional precedent and/or practice shall be established during the period of this CBA.

It is hereby agreed between the Company and the AEMTC and its affiliated unions all work now being performed will continue to be assigned to the craft or classification of employee now performing the work.

New equipment or new work will be assigned to the craft or classification of employee performing similar work.

It is further agreed the Company will not change any work assignments except when two or more Unions reach an agreement and the AEMTC notifies the Company an agreement has been reached and the work should be reassigned in accordance with said agreement.

This agreement is in accordance with the CBA between the parties and does not change present work assignment in the test facilities.

### **Section 3b. Job Assignments**

Job assignments can be made across the horizontal plane into other vertical skill sets not to exceed 16 hours in a skill set within a specific job or project within a workweek. However, if a job assignment duration exceeds this 16-hour threshold, the appropriate Steward will be contacted to gather input on craft availability from other areas. The job will continue uninterrupted until a qualified employee is identified and management has confirmed availability. Issues or concerns related to alleged abuse or opportunities for improving cross crafting or use of supplemental employees will be reviewed and addressed in the Labor Management Partnership.

It is understood all safety provisions and any other guidelines mandated by the Company will be met.

### **Section 3c. Craft Percentages**

The Company will seek to maintain or increase the current craft to salaried ratio and the Company will manage the following percentages:

Total craft: no less than 38% of total Company headcount. Staffing levels will be based upon regular, full-time

employees employed by the Company. The agreed upon percentages are salary 62%, wage 38%.

If the percentage calculation of total craft headcount is within seven employees of the above percentage; the headcount will be considered in compliance. No craft will be eliminated.

The craft to craft percentages listed below will be maintained at the minimum core/base.

Boilermaker	(3.99%) – Core number = 24
Carpentry	(1.52%) – Core number = 9
Electrical Tech.	(18.25%) – Core number = 113
Instrument Tech.	(17.29%) – Core number = 106
Ironworker	(2.56%) – Core number = 16
Laborer	(2.47%) – Core number = 15
Machinist	(19.85%) – Core number = 122
Operating Engineer	(13.87%) – Core number = 85
Painter	(1.33%) – Core number = 8
Pipefitter	(9.5%) – Core number = 58
Refrigeration	(1.8%) – Core number = 11
Sheet Metal Worker	(0.665%) – Core number = 4
Storekeeper	(0.855%) – Core number = 5
Transportation	(0.76%) – Core number = 5

NOTE: This provision does not restrict the Company from hiring above the core number in any craft and does not require the Company to hire in any craft at or below their core/base minimum. The Company can cross into any craft at/above the core number for that craft. The Company can use supplemental (CFSI) employees in any craft at or above the core/base number of that craft (Machinists excluded). If a craft falls or is below their core/base number, cross crafting and/or supplemental (CFSI) employees can be

utilized for up to 45 calendar days, unless a requisition is/has been posted to bring that craft up to their core/base number. Cross crafting and/or supplemental (CFSI) employees cannot be used beyond 45 calendar days without a requisition posted to fill the vacancy. The use of supplemental (CFSI) employees will be tracked to identify crafts which may need additional full-time employees due to work requirements. Employees in layoff status will be offered recall in accordance with Article V, Section 9 before supplemental employees in the skill set will be utilized. Craft percentages only pertain in the event of a RIF of 20% or more of wage employees, the core numbers would be reset based upon the percentages defined for each craft.

## **ARTICLE XV SICK LEAVE AND DISABILITY**

### **Section 1. Sick Leave.**

- a. All employees will utilize the sick leave/Integrated Disability Plan (IDP) plan which consists of an initial balance of 40 hours credited to a disability sick leave account, to be used in the event of surgery or hospitalization of the employee. The 40-hour credit is a one-time transaction, and monthly accruals will not be applied to this account. The disability sick leave hours are to be used prior to sick leave or vacation in the event of hospitalization or surgery. Upon initial qualification of an event (i.e., hospitalization or surgery), additional recovery time associated with the qualifying event may be covered by any remaining disability sick leave hours. A disability sick leave account will be created for all current employees on July 1, 2017, and all new hires upon satisfactory completion of 30 days employment.

Sick leave will accumulate at a rate of 3.5 hours per month up to a 120-hour maximum (accruals will stop for employees on IDP after six months or when leave balances are exhausted, whichever occurs first).

Employees will be credited with sick leave allowance on the first day of the month. Employees absent more than **five** consecutive workdays must consult a licensed medical provider, obtain a release from the provider to return to work, and submit release for final disposition by NAS Occupational Medical Provider.

Release will be given to the supervisor and HR if the event is FMLA, IDP-related, or work-related restrictions. A medical provider is defined as a doctor, physician's assistant, or nurse practitioner. NOTE: Changes to vacation and sick leave accruals from 12 months to six months and insurance coverage from 24 to 18 months will be effective January 1, 2018.

- b. Bargaining unit employees may elect to supplement properly approved IDP weekly benefits with sick leave or vacation hours, not to exceed 100% of the straight time rate of pay, as set forth below. The initial decision to supplement is made at the time of disability and may be changed once during the disability period. Accruals for employees who choose not to supplement will be frozen on the last day worked.

Employees participating in the "Option 2" plan (60% LTD/60% STD) who choose to supplement IDP will use 1.7 hours per day until their sick leave and vacation accruals are exhausted or for 18 months, whichever occurs first.

Employees participating in the "Option 3" plan (50% LTD/50% STD) who choose to supplement IDP will use 2.4 hours per day until their sick leave and vacation accruals are exhausted or for 18 months, whichever occurs first.

- c. The amount paid to an employee on disability of an approved work-related illness/injury will be reduced by an amount equal to the amount received under Workers' Compensation laws. An employee absent



due to occupational illness or injury will be charged 1.7 hours of sick leave for each eight-hour period. When an employee retires or is terminated, all unused hours of sick leave shall be used to increase the years of participation for pension benefits.

- d. The Company and the Union agree to work together to curtail any and all potential and/or proven abuse of sick leave as stated within the confines of this CBA. The employee may request to use the alternative work schedule to reduce the use of sick leave for the purpose of a doctor or dental visit. This request must be initiated by the employee and must have the approval of the Chief Steward and management. This would increase the sick leave balance for a catastrophic illness and increase the productive man year hours. The Company and the Union agree this will not be used to abuse the alternate work schedule or in no other manner will now or ever alter Article VII of this CBA. The employee must report the absence and the cause of the absence to his/her immediate Supervisor or an alternate representative designated by the Company as soon as possible but no later than **before** the beginning of the employee's work shift, except for causes beyond control.
- e. **Effective July 1, 2021, an advance of 42 sick leave hours will be credited upon employment. For the first year of employment, employees will not accrue additional sick leave. After 12 months of employment, 3.5 hours of sick leave per month will be earned and credited to the employee's account on the first day of the month up to a 120-hour maximum.**

NOTE: All "legacy" sick leave accumulated prior to July 1, 2016, may be used to increase the years of participation for pension benefits. The disability sick leave account does not apply toward years of participation for pension benefits.

## **Section 2. Eligibility**

Provided the “conditions of payment” outlined below are met, an employee will be eligible to receive disability payments if:

- a. Company service is equal to or in excess of two months as determined by length of service with the Company (except for occupational injury or illness);
- b. Relative to an occupational illness/injury, the employee reports the incident to supervision no later than the day the incident occurs, the injury is compensable under the State Workers’ Compensation law, the employee utilizes a Company-approved physician, and the employee cooperates fully in obtaining medical treatment.

## **Section 3. Conditions of Payment (Sick Leave)**

Sick Leave payments will not be made for:

1. Any disability caused directly or indirectly by war or riot, or
2. Any intentionally self-inflicted injury, or
3. Any period of incapacity during which the employee is gainfully employed.

## **Section 4. Amount of Payment**

- a. Employees will be credited with sick leave allowance at the rate of 3.5 hours per month of active employment. These hours will be credited to the employee’s account on the first day of the month.
- b. It is further provided in any event disability shall cease upon termination of the then existing contract between the Company and the USAF.

## **Section 5. IDP Extended Disability (LOA)**

IDP provisions regarding supplementation, accruals, medical insurance premiums, etc. will terminate on June 30, **2024**.

Employees out (no grandfathering) on IDP for 18 months or more as of December 31, 2017, will be given a 45-day notice that their employment will terminate on February 14, 2018.

Employees are placed in an extended disability (LOA) status after they have used their sick leave and accrued vacation. Employees will be terminated after 18 months on IDP from the date of disability (last day worked). If an employee receives a negotiated settlement from the IDP carrier, termination will be effective as of the date of settlement.

NOTE: Employees may be eligible to be placed on the medical recall list as referenced in Article V, Section 9b of this CBA.

All accruals/benefits (vacation, sick leave, holidays, bereavement leave, and any other form of remuneration) will stop after six consecutive months on IDP or if vacation and/or sick leave balances are exhausted prior to the end of six months starting with the date of disability (last day worked).

NOTE: Employees who return to work for more than 90 consecutive days will have their IDP provisions reset on Day 91.

Employees who are in extended disability status will continue to accrue seniority in accordance with Article 5, Section 10 of this article; however, such employees shall neither earn, receive, or accrue length of service for any other benefits nor shall such employees earn, accrue, or receive vacation allowance pay, holiday pay, or bereavement pay.

The Company will pay the same percentage of the premium cost as the current health plan employer contribution, and the employee will pay the same percentage of the premium cost as the current health plan employee contribution. The Company will continue to pay the same percentage of the premium cost as the current health plan employer contribution for bargaining unit employees in an extended

disability status (LOA) (employees exhausting their sick leave, legacy, and accrued vacation) beginning with the date said employee becomes disabled (last day worked) and remains disabled as determined by appropriate medical authorities, as set forth in the CBA, but in no event longer than 18 consecutive months from the day of disability (last day worked).

## **ARTICLE XVI GROUP INSURANCE**

### **Section 1.     Group Insurance**

The employer will continue to offer regular, full-time wage employees the National Electrical Contractors Association (NECA) Family Medical Care Plan (FMCP) #16.

The benefits are set forth in the NECA FMCP #16 summary plan description and include medical, prescription, dental, and vision coverage. The provisions of the Group Insurance Policy will be subject to review once every 12 months by the Union's Insurance Advisory Committee and the Company.

Benefits begin for newly eligible, regular, full-time wage employees the first of the month following initial eligibility. If initial eligibility is on the first of the month, then benefits are effective immediately.

Coverage ends on the last day of the month in which an employee terminates employment or has a change in eligibility status. If the employee terminates on the last day of the month, coverage ends immediately. Continuation of coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) will be administered by NECA FMCP.

IRS regulations state employees cannot change pre-tax benefit options during the year unless there is a qualified, family status change. This includes marriage or divorce, birth or adoption of a child, employment/coverage status change for the employee or dependent(s), or death of

dependent. Any qualified, family status change must be made with the Company within 30 days of the event.

The Company will offer an annual Open Enrollment opportunity, usually in the October/November timeframe. During Open Enrollment, employees may make changes to the NECA FMCP benefit such as adding/removing dependents or electing/declining coverage. Changes made during this time will be effective the first of January of the following plan year.

## Section 2. Wage Employee Premium Reduction

The Company will reduce the employees' portion of the NECA FMCP insurance premium cost as indicated in the following table for the term of this CBA.

**Table 1. Company and Employee Contribution Percentages**

Calendar year 2021	Company 80%	Employee 20%
Calendar year <b>2022</b>	Company 80%	Employee 20%
Calendar year <b>2023</b>	Company 80%	Employee 20%
Calendar year <b>2024</b>	Company 80%	Employee 20%

**Table 2. Company Contribution – Monthly Premiums**

Coverage	Company 80% * CY2021	Emp.	Company 80% ** CY2022	Emp.
Family	\$1,922.94	\$441.16	<b>\$1,926.28</b>	<b>\$481.56</b>
Emp + Spouse	\$1,383.93	\$318.44	<b>\$1,387.10</b>	<b>\$346.76</b>
Emp + Child(ren)	\$1,293.45	\$297.72	<b>\$1,296.49</b>	<b>\$324.12</b>
Individual	\$729.04	\$167.44	<b>\$730.46</b>	<b>\$182.60</b>

\* Rate reflects 5% cap

\*\* Rate reflects removal of cap

The parties agree the baseline premium amount from which the **rates are calculated** will be the family, employee + spouse, employee + child(ren) and individual adjusted coverage rates (**for** medical, **prescription**, dental, **and vision** combined) as shown above and proposed by the NECA Plan #16 insurance coverage for calendar year **2021**. The parties agree **to** share any increase in premiums in the same employer/employee contribution percentages outlined above (80% / 20%) **beginning in CY2022**.

## **ARTICLE XVII EMPLOYEE BENEFITS**

### **Section 1. Voting Time and Jury Duty**

Pay for voting time and jury duty will be paid in accordance with applicable State Law.

### **Section 2. Employee Bereavement**

An employee shall be granted bereavement leave in accordance with Company policy for the purpose of attending the funeral of an immediate family member and will be paid his/her straight-time rate for three regularly scheduled workdays. When the requested travel is in excess of 400-mile radius of AEDC, outside the Continental United States, or in extreme circumstances, such as a loss of multiple family members, an employee may be granted two additional days of leave.

For the purpose of this section, the term "an immediate family member" shall be defined as the following: spouse or domestic partner, children, brothers, sisters, parents, foster parents, grandparents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, and grandchildren of the employee.

NOTE: Immediate family includes any of the above in a step relationship, legal guardian, or legal ward.

### Section 3. Severance Allowance Pay

Eligible employees shall be paid a severance allowance when they are terminated due to a RIF. Severance allowance shall be paid to eligible employees in a lump sum at the time of termination. The amount of severance pay shall be determined in accordance with the following table:

Years of Service at Termination	Paid Straight Time Rate on Date of Termination
Under 1 year	None
More than 1 year but less than 3 years	40 hours
More than 3 years but less than 5 years	80 hours
More than 5 years	120 hours

The most recent hire, rehire, or recall date will be used in determining the employee's length of service. Employees shall not receive credit for Company service for leaves of absence of more than 30 calendar days for time spent in layoff or other separations from the payroll. **This does not include Military Leaves of Absence.**

- a. If a succeeding contractor replaces the Company for any or all the work performed under contract with the USAF at the AEDC, the Company's employees reduced in force because of such action will not be eligible to receive a severance allowance if employment continues with the succeeding contractor or if employment continues in another facility, subsidiary, affiliate, or parent company.
- b. If a succeeding contractor replaces the Company for any or all the work performed under contract with the USAF at AEDC, for each employee who is not employed by, does not accept employment by the succeeding contractor, and the employee signs a Government-required Company certificate stating he/she will not do so, the employee shall be paid a severance allowance based on length of service with the Company beginning with the employment date determined by paragraph a in this article through the

date on which the employee's employment by the Company was terminated. If within one year after termination by the Company, the employee accepts employment by or enters into an agreement for subsequent employment by the succeeding contractor, the employee must refund to the Government, pursuant to the signed certificate.

- c. Employees who do not sign a certificate as provided in paragraph b. above shall not be paid a severance allowance.
- d. For each employee paid in accordance with paragraph b., the Company will report to the Government the length of service for each employee from July 1, 1974, through his/her last date of employment with the Company. Such length of service will be credited to each employee so reported as agreed to between the Government and the succeeding contractor.
- e. Employees are not eligible to receive severance payments in addition to early or normal retirement.

#### **Section 4. AEDC Contractors Employee Pension Plan (December 27, 1951 – September 30, 2013)**

- a. The Retirement Plan otherwise known as the Pension Plan was renamed AEDC Contractors Employee Pension Plan on July 1, 2016. The details of this plan are set forth in a formal retirement plan document and trust agreement, a copy of which is maintained by the **Retirement** Benefits Officer. The plan includes provisions for payment of an early retirement supplement which is equivalent to the benefits in the prior contract in addition to retirement income and death benefits.  
Regular, full-time employees hired after September 30, 2013, to include those previously eligible and not enrolled are not eligible for the AEDC Contractors Employee Pension Plan.



- b. Prior to any change in the pension plan, representatives of the Company will meet with representatives of the Union Advisory Committee to discuss such changes to ensure the mutual best interest of the Company and the Union is protected.
- c. The Union may select an Advisory Committee to make recommendations to the Pension Plan Benefit Investment Committee.
- d. Effective December 31, 1994, the definition of basic compensation no longer includes overtime.
- e. Pension calculation will be based upon an individual's high three years.
- f. The Company is committed to review the specifics of the survivor benefits and pursue plan changes.
- g. Effective July 1, 2017, all Company employees currently participating in the AEDC Contractors Employee Pension Plan are eligible for 100% lump sum payment of vested benefits at retirement. Retiring participants may elect to receive 100% lump sum payment; 40% lump sum/60% annuity; 50% lump sum/50% annuity, or 100% annuity.
- h. After receiving payment from the trustees of the AEDC Contractors Employee Pension Plan, the retired person **can file a claim per the Pension Plan claims procedure** concerning error in payment.

## **Section 5. Retirement Savings Plan**

The Company shall make available to all eligible wage employees a retirement savings plan as described in the National Aerospace Solutions, LLC Wage Employees' Savings Plan document which incorporates the "Sverdrup Technology, Inc., Wage Employees Retirement Savings Plan" with the effective date of March 1, 1979.

The Company shall make contributions in accordance with **Article IV, Contributions to the Fund, of the current plan document restated October 1, 2019**, on behalf of each

participant during the life of this CBA. The 401(k) employee contribution maximum may be the maximum percent allowable by ERISA. A 401(k) Roth plan similar to the Company's salary plan is an option available to bargaining unit employees.

The Company offers an Enhanced 401(k) plan for new hires and those employees not in the AEDC Contractors Employee Pension Plan. New hires are automatically enrolled in the plan. The Company matching contribution is vested immediately with base contribution (age and service points) vested after three years.

NOTE: Employees on the payroll and actively participating in the Enhanced 401(k) plan as of June 30, 2016, became vested as of that date.

Prior to any change in this plan, representatives of the Company will meet with representatives of the Union to discuss such changes to ensure the mutual best interest of the Company and the Union are protected.

## **ARTICLE XVIII GENERAL**

### **Section 1. Labor-Management Committee**

There is hereby established a Labor-Management Committee which shall consist of all Chief Stewards from the affiliated Unions and the Company except when mutually agreed on for a particular meeting. Each member of the Labor-Management Committee will have a designated alternate. Alternates will attend in the absence of their designated member. The function of the Labor-Management Committee is to promote a better understanding between employees and the Company for the mutual interest and welfare of all concerned. The meetings of this Committee shall be held monthly at times mutually agreed to by the parties. The parties agree joint committees fostering employee participation are permissible under this CBA. It is not the Company's intent any jobs will be lost as a result of productivity

improvements, but in the event layoffs are necessary, they will be governed by Article V, Section 8 of this CBA.

## **Section 2. Work Performed by Non-Bargaining Unit Personnel**

Company non-bargaining unit personnel shall not do bargaining unit work which will deprive bargaining unit employees of jobs regularly performed by them. This shall not prevent non-bargaining unit personnel from performing necessary functions of instruction or assistance to employees. The Company and Union agree the Company shall not be responsible for actions of non-bargaining personnel acting outside the scope of the TOS Contract; however, if work is performed by other contractors, the Company will raise the concern at the Associate Contractor Working Group.

Engineers may perform manual work to further their research and development work, provided such work does not deprive bargaining unit employees of jobs regularly performed by them.

University Recruiting Program co-op students may be assigned to Journeyman Craftsperson for training purposes. It is understood by the parties that the University Recruiting Program co-op student will not displace any bargaining unit employee during this assignment.

## **Section 3. Apprenticeship Program**

The Labor Management Partnership, defined in Article III, will assess the feasibility of implementing an apprenticeship program at AEDC. If the Labor Management Partnership determines an apprenticeship program is in the best interest of both parties, then the Labor Management Partnership will define the specific details to be in compliance with the Code of Federal Regulations, Title 29, Parts 29 and 30, Labor Standards for the Registration of Apprenticeship Programs.

## Section 4. Intern Program

A skill set of Journeyman Intern (Example: Boilermaker Intern, Electrical Intern, etc.) with a rate code has been established for each Seniority Group.

An Advisory and Evaluation Board (A&E Board) will be established to monitor the program's development, review area vocational school curriculums, make recommendations, review employee progress at six-month intervals, and approve progressive step promotion to the next level. When an employee is selected into an intern skill set, the A&E Board shall make the determination as to the step in which the employee shall be initially placed. The A&E Board shall consist of three Company representatives and two Union representatives (Union designation).

The progression/promotion scale for employees in these skill sets will be as follows:

STEP*	PAY RATE
A	60%
B	65%
C	70%
D	75%
E	80%
F	90%
G	95%

*\*As a percentage of the full journeyman pay rate.*

Anyone internally selected to the intern position will suffer no loss in pay as a result of the selection.

Interns will not automatically progress to the next step; however, assuming acceptable progressive development of skills and ability, progression to the G level would be reached within three years. The A&E Board shall make progression promotion decisions based upon qualifications and demonstrated performance.

Employees upon achieving the G level may be promoted without posting.

No present employee in a Journeyman or higher skill set will be laid off to hire employees into the intern skill set nor will he/she receive a reduction in pay or other benefits as a result of the establishment of the intern skill set. No Journeyman or higher on the seniority list will be laid off until all interns are laid off within the pertinent seniority group. There will not be any employees hired in the intern skill set if there are Journeymen in layoff status in the seniority group. The ratio of interns to Journeymen shall not exceed a 1:6 balance within each respective seniority group.

**Interns are considered to be a skill set within their craft for training purposes.**

**Intern** job descriptions will be given to the Union and the Company will consider any inputs furnished.

While serving in steps A through F, interns will be assigned to work with a Journeyman or higher craftsperson of their craft with duties based upon the individual's skills/abilities as related to the overall job to be performed.

**Interns will be the last individuals to be offered overtime on their applicable shift with the following exceptions:**

- **Interns will be offered overtime when it is for training purposes and they will be working with a Journeyman to facilitate the training.**
- **Qualified interns will be offered overtime only after all qualified Journeyman on their shift are offered the overtime and decline.**

The A&E Board shall meet once each year (March) during the life of this CBA to discuss any problems being incurred with the intern skill set and mutually agree on steps to be taken to correct such.

When employees are selected into the intern skill sets, applicant recommendations of the Union will receive consideration in accordance with Article II, Section 1 of this CBA.

The intern skill sets are to be considered bargaining unit positions now and in the future.

## **Section 5. Bulletin Boards**

The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union affairs.

## **Section 6. Uniforms**

The Company agrees if any employee is required to wear any kind of uniform as a condition of continued employment, the Company will furnish, replace, repair, launder, and clean the uniforms. It is understood that shoes (except safety shoes), socks, and underclothing are not considered as items of uniform. The uniforms and equipment so worn shall be prescribed by the Company, and no deviations from the Company requirements shall be practiced except with the consent of the Company. Painters will be furnished three pairs of white coveralls at the beginning of each fiscal year.

## **Section 7. Construction and Other Work**

The Company will perform construction work as directed by the Air Force and as defined by Air Force regulations.

The Company will determine construction work on the basis required by the Davis-Bacon Act.

When construction is performed, the Company will assign the work by classification to employees represented by the appropriate craft Union and pay the wage rate pre-determined by the U.S. Department of Labor, as submitted to the Company by the USAF.

The Company may, at times, subcontract work which, in its opinion, can be performed efficiently and economically by outside contractors.

Davis-Bacon Committee (DBC) shall include designated Company Representatives and the AEMTC President and Recording Secretary. Should either AEMTC Representatives not be available, they can designate a temporary designee in their place. If needed, the Union can have up to an additional two individuals with relevant expertise. The committee shall meet either in person, electronically, or by teleconference at least monthly, with the option to call additional meetings as required.

A third party may be appointed by mutual consent of the AEMTC President and Labor Relations Manager(s) to attend a committee meeting when relevant expertise is appropriate.

## **Section 8. Temporary and Casual Employees**

Temporary employees may be hired to perform temporary work; however, if the job continues beyond five months, the position will be posted in accordance with Article V, Section 11. Temporary employees will be considered, if qualified, for a permanent new job or vacancy after the posting procedure has been exhausted.

Casual employees may be hired for recurring short-term work assignments and are used on an as needed basis. Casual employees are not separated from the payroll at the end of a work assignment; they remain on call. If, however, the work assignment continues for three consecutive weeks or more, the employee will be converted to temporary status. No casual employees will be used on crossover assignments in lieu of recalling laid off employees or to offset overtime. The Company and Union agree to meet at six-month intervals to monitor usage of casual employees.

Temporary employees receive \$3.00 per hour less than the top pay rate of journeyman in their skill set, paid holidays for the holidays falling within the term of their employment, but no paid absences or benefits. Temporary employees without interruption between their temporary and permanent service receive credit for service as a temporary

employee. Casual employees receive no paid absences, holidays, or benefits.

Temporary and casual employees will be considered in the following order:

1. Qualified employees laid off by the Company
2. Union hall(s)
3. CFSI (if economically viable)
4. Other recruiting sources

The laid off employee in the skill set where the requirement exists will be offered the job first provided he/she can meet the time requirements.

It is understood lead time requirements may cause the Company to move to the next source if candidates cannot be employed timely.

## **Section 9. Principal Officer, Steward and Authorized Committee Person Compensation**

- a. Principal Officers. The President and Recording Secretary are identified as the "Principal Officers" covered by the language of this CBA. The Company will continue to compensate Company employee/Principal Officers at their current rate of pay for their position consistent with the terms of the CBA. A Company employee/Principal Officer will also continue to receive the benefits, schedule, hours of work, vacation, and sick leave accrual as governed by this CBA and administered in accordance with the same Company personnel policies applicable to the Company's entire unionized workforce. A Company Principal Officer will enter his/her time spent as an employee and Principal Officer of AEMTC on a daily basis in SAP using the appropriate charge code and have his/her weekly time card reviewed and approved by Company management before payment in the same manner as other Company unionized employees.



The parties agree Company employee/Principal Officer performs duties providing a benefit to the Company in the clarification of CBA interpretation and administration as well as playing an important role in the peaceful resolution of disputes between Labor and Management. A non-inclusive list of responsibilities are: monitoring and assessing CBA compliance; communicating with the Company regarding wages, hours, and working conditions; ensuring consistent administration and enforcement of the CBA; ensuring the accuracy of seniority rosters; and facilitating and ensuring participation in Joint Labor-Management initiatives. A Company employee/Principal Officer will not be compensated for officer duties he/she performs for AEMTC or other employers at AEDC.

- b. A Company employee/Principal Officer will continue to receive the required training of other unionized employees in his/her job classification.
- c. The Company reserves the right to assign any Company employee/Principal Officer to perform the duties of his/her classification.
- d. The Company agrees to recognize one Chief Steward for each affiliated Union of the AEMTC with the exception of the IBEW which will be allowed one each for IT and ET. An alternate will be appointed by each affiliated Union to cover the absence or unavailability of a Chief Steward. The designated Stewards will be permitted sufficient time when necessary to conduct legitimate Union business during working hours. Including grievance investigation and processing, employee representation covered by Weingarten, meetings involving the interpretation of the CBA or Company policies, and the resolution of on-site jurisdictional issues. Such time must not unduly interfere with or hinder the progress of their department's work and must be approved by their immediate Supervisor before the Steward leaves their work area. Such permission will not be unreasonably denied. Stewards will be prudent in exercising their

Union duties and making every reasonable effort to perform Union-related duties either before or after working hours, or during break times.

The Chairperson of the Insurance/Pension Committee (or his/her duly appointed alternate) will be provided time to perform related Committee duties and compensated at his/her regular straight time hourly rate of pay.

Chief Stewards, the President and Secretary of the Council, the Labor-Management Safety Committee, Training Committee, Grievance Committee, and Insurance/Pension Committee, shall work the day shift Monday through Friday (except for the optional four-day workweek schedule). During the period an employee is holding the office as a Chief Steward for the Union or is holding the office of President or Secretary of the Council, he/she shall be placed at the top of the seniority list of employees within his/her seniority group. At the end of his/her term of office, he/she shall be returned in seniority to his/her proper place on the seniority list as determined by Article V of this CBA. The Company will not be required to lay off ex-Union officers and recall more senior employees who were laid off while the ex-Union officer was at the top of the seniority list.

Duly elected members of the Grievance Committee will be compensated at their regular straight time rate for time spent on issues directly related to these positions.

Council President and Recording Secretary shall not be transferred from their work area unless there is no work in their classification, which they can perform.

The Union shall notify the Company in writing of any changes in personnel of the Chief Stewards, President or Secretary of the Council, Labor-Management Safety Committee, Labor-Management Committee, Apprenticeship Committee, Training Committee, Grievance Committee, and Insurance/Pension Committee.

## **ARTICLE XIX DURATION**

### **Section 1. Duration**

This CBA shall become effective at **2300** on June 30, **2021**, and shall continue in effect until **2300** on June 30, **2024**. The CBA shall be automatically renewed thereafter annually from year to year unless either party notifies the other in writing no less than 60 days prior to the expiration date it desires to terminate or modify provisions of the CBA. The terms and conditions of the CBA, including the duration of the effective date of the CBA, may only be amended by written mutual agreement of the parties. Provided however that if the Company shall cease to perform work at the AEDC under Contract No. FA9101-15-C-0500, this CBA shall automatically terminate as of the last day of performance, and the rights and obligations of both the Union and the Company hereafter shall automatically cease except for such rights and obligations that would apply to any employees covered herein who shall remain in the employ of the Company for the purpose of performing work, as required, under applicable termination provisions of the above referenced Contract No. FA9101-15-C-0500. This CBA shall be considered to remain in effect as to such employees until the termination of those employees by the Company.

### **Section 2. Savings Clause**

The parties recognize and agree this CBA is subject to applicable provisions of any State or Federal statutes, present or future that may affect the terms or provisions herein. The parties agree the terms and provisions of this CBA should be read to be consistent with any such State or Federal statutes, and where such terms or provisions are not consistent, the requirements of the State or Federal statute shall prevail and the CBA shall be deemed modified as necessary to comply with the requirements of the State or Federal statute.

### **Section 3. Zipper Clause**

As NAS is a new contractor regarding work at this site, the parties agree past practice in existence prior to the beginning date of this labor agreement is null and void, including in connection with grievances and arbitrations.

## Exhibit A – Wage Rates

National Aerospace Solutions Wage Schedule									
Aerospace Technician (AT) Classification									
Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – BOILERMAKER	FY22	A21	\$31 92	Boilermaker	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Boilermaker Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Boilermaker	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Boilermaker Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Boilermaker	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Boilermaker Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – ELECTRICAL</b>  <i>Any Cable Splicing work will be paid at the A24 rate.</i>	FY22	A21	\$31 92	Lineman	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Lineman Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Lineman	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Lineman Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Lineman	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Lineman Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89
	FY22	A26	\$35.62	Power Switchboard Operator	\$30.90	\$32.83	\$34.76	\$36.69	\$38.62
	FY23	A26	\$36.78	Power Switchboard Operator	\$31.82	\$33.81	\$35.80	\$37.79	\$39.78
	FY24	A26	\$37 97	Power Switchboard Operator	\$32.78	\$34.82	\$36.87	\$38.92	\$40 97

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – ELECTRICAL</b>  <i>Any Cable Splicing work will be paid at the A24 rate.</i>	FY22	A31	\$40.76	Power System Dispatcher	\$35.01	\$37.20	\$39.38	\$41.57	\$43.76
	FY23	A31	\$42.07	Power System Dispatcher	\$36.06	\$38.31	\$40.56	\$42.82	\$45.07
	FY24	A31	\$43.42	Power System Dispatcher	\$37.14	\$39.46	\$41.78	\$44.10	\$46.42
	FY22	A20	\$30.34	General Maintenance Worker	\$26.67	\$28.34	\$30.00	\$31.67	\$33.34
	FY23	A20	\$31.34	General Maintenance Worker	\$27.47	\$29.19	\$30.91	\$32.62	\$34.34
	FY24	A20	\$32.37	General Maintenance Worker	\$28.30	\$30.06	\$31.83	\$33.60	\$35.37

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – ELECTRICIAN</b>  <i>A23 is former SVT Electrical Tech, 100% rate with \$0.30 added after annual GWI has been applied.</i>  <i>A27 is same as above except the \$0.30 is added to the A24 rate after the annual GWI has been applied.</i>	FY22	A21	\$31 92	Electrician	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Electrician Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Electrician	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Electrician Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Electrician	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Electrician Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE



# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – ELECTRICIAN</b>  <i>A23 is former SVT Electrical Tech, 100% rate with \$0.30 added after annual GWI has been applied.</i>  <i>A27 is same as above except the \$0.30 is added to the A24 rate after the annual GWI has been applied.</i>	FY22	A23	\$32 22	Electrical Tech (Former SVT)	\$28.24	\$29.98	\$31.73	\$33.47	\$35 22
		A27	\$33 96	Electrical Tech Lead (Former SVT)	\$29.63	\$31.46	\$33.30	\$35.13	\$36 96
	FY23	A23	\$33 27	Electrical Tech (Former SVT)	\$29.08	\$30.87	\$32.67	\$34.47	\$36 27
		A27	\$35 06	Electrical Tech Lead (Former SVT)	\$30.51	\$32.40	\$34.28	\$36.17	\$38 06
	FY24	A23	\$34 35	Electrical Tech (Former SVT)	\$29.94	\$31.79	\$33.65	\$35.50	\$37 35
		A27	\$36.19	Electrical Tech Lead (Former SVT)	\$31.41	\$33.36	\$35.30	\$37.25	\$39.19

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – ELECTRICIAN</b>  <i>A23 is former SVT Electrical Tech, 100% rate with \$0.30 added after annual GWI has been applied.</i>  <i>A27 is same as above except the \$0.30 is added to the A24 rate after the annual GWI has been applied.</i>	FY22	A24	\$33.66	ET Test Controller I	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A24	\$34.76	ET Test Controller I	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A24	\$35.89	ET Test Controller I	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – INSTRUMENT TECH</b>	FY22	A21	\$31.92	Instrument Tech	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
	FY23	A21	\$32.97	Instrument Tech	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
	FY24	A21	\$34.05	Instrument Tech	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
	FY22	A24	\$33.66	Instrument Tech Spec. Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A24	\$34.76	Instrument Tech Spec. Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A24	\$35.89	Instrument Tech Spec. Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89
	FY22	A22	\$32.17	Instrument Tech III	\$28.14	\$29.89	\$31.65	\$33.41	\$35.17
	FY23	A22	\$33.22	Instrument Tech III	\$28.98	\$30.80	\$32.61	\$34.42	\$36.23
	FY24	A22	\$34.31	Instrument Tech III	\$29.86	\$31.72	\$33.59	\$35.45	\$37.32

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

<b>Seniority Group</b>	<b>Year</b>	<b>Rate</b>	<b>Temp. Employee Rate</b>	<b>Skill Set</b>	<b>1st 6 Months Rate 80%</b>	<b>2nd 6 Months Rate 85%</b>	<b>2nd Year Rate 90%</b>	<b>3rd Year Rate 95%</b>	<b>4th Year Rate 100%</b>
<b>AT – INSTRUMENT TECH</b>	FY22	A25	\$33.94	Instrument Tech IV	\$29.55	\$31.40	\$33.25	\$35.09	\$36.94
	FY23	A25	\$35.05	Instrument Tech IV	\$30.44	\$32.34	\$34.25	\$36.15	\$38.05
	FY24	A25	\$36.19	Instrument Tech IV	\$31.35	\$33.31	\$35.27	\$37.23	\$39.19
	FY22	A28	\$34.45	Instrument Tech V	\$29.96	\$31.83	\$33.71	\$35.58	\$37.45
	FY23	A28	\$35.57	Instrument Tech V	\$30.86	\$32.78	\$34.71	\$36.64	\$38.57
	FY24	A28	\$36.73	Instrument Tech V	\$31.78	\$33.77	\$35.76	\$37.74	\$39.73

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – IRON WORKER	FY22	A21	\$31.92	Ironworker	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Ironworker Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Ironworker	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Ironworker Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Ironworker	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Ironworker Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89
	FY22	A24	\$33.66	Rigging Certifier	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A24	\$34.76	Rigging Certifier	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A24	\$35.89	Rigging Certifier	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

<b>Seniority Group</b>	<b>Year</b>	<b>Rate</b>	<b>Temp. Employee Rate</b>	<b>Skill Set</b>	<b>1st 6 Months Rate 80%</b>	<b>2nd 6 Months Rate 85%</b>	<b>2nd Year Rate 90%</b>	<b>3rd Year Rate 95%</b>	<b>4th Year Rate 100%</b>
<b>AT – PIPEFITTER</b>	<b>FY22</b>	A21	\$31 92	Pipefitter	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Pipefitter Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	<b>FY23</b>	A21	\$32 97	Pipefitter	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Pipefitter Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	<b>FY24</b>	A21	\$34 05	Pipefitter	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Pipefitter Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

National Aerospace Solutions Wage Schedule									
Aerospace Technician (AT) Classification									
Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – FUEL FARM	FY22	A21	\$31 92	Fuel Farm Machinist	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Fuel Farm Machinist Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Fuel Farm Machinist	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Fuel Farm Machinist Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Fuel Farm Machinist	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Fuel Farm Machinist Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – AEROSPACE MACHINIST	FY22	A21	\$31.92	Aerospace Machinist	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Aerospace Machinist Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Aerospace Machinist	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Aerospace Machinist Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Aerospace Machinist	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Aerospace Machinist Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89
	FY22	A22	\$32.17	Precision Inspector III	\$28.14	\$29.89	\$31.65	\$33.41	\$35.17
	FY23	A22	\$33.22	Precision Inspector III	\$28.98	\$30.80	\$32.61	\$34.42	\$36.23
	FY24	A22	\$34.31	Precision Inspector III	\$29.86	\$31.72	\$33.59	\$35.45	\$37.32

NOT SENSITIVE



# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – AEROSPACE MACHINIST	FY22	A25	\$33.94	Precision Inspector IV	\$29.55	\$31.40	\$33.25	\$35.09	\$36.94
	FY23	A25	\$35.05	Precision Inspector IV	\$30.44	\$32.34	\$34.25	\$36.15	\$38.05
	FY24	A25	\$36.19	Precision Inspector IV	\$31.35	\$33.31	\$35.27	\$37.23	\$39.19
	FY22	A28	\$34.45	Precision Inspector V	\$29.96	\$31.83	\$33.71	\$35.58	\$37.45
	FY23	A28	\$35.57	Precision Inspector V	\$30.86	\$32.78	\$34.71	\$36.64	\$38.57
	FY24	A28	\$36.73	Precision Inspector V	\$31.78	\$33.77	\$35.76	\$37.74	\$39.73

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – AEROSPACE PRECISION MACHINIST	FY22	A21	\$31.92	Aerospace Precision Machinist	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Aerospace Precision Machinist Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Aerospace Precision Machinist	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Aerospace Precision Machinist Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Aerospace Precision Machinist	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Aerospace Precision Machinist Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89
	FY22	A22	\$32.17	Precision Inspector III	\$28.14	\$29.89	\$31.65	\$33.41	\$35.17
	FY23	A22	\$33.22	Precision Inspector III	\$28.98	\$30.80	\$32.61	\$34.42	\$36.23
	FY24	A22	\$34.31	Precision Inspector III	\$29.86	\$31.72	\$33.59	\$35.45	\$37.32

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – AEROSPACE PRECISION MACHINIST	FY22	A25	\$33.94	Precision Inspector IV	\$29.55	\$31.40	\$33.25	\$35.09	\$36.94
	FY23	A25	\$35.05	Precision Inspector IV	\$30.44	\$32.34	\$34.25	\$36.15	\$38.05
	FY24	A25	\$36.19	Precision Inspector IV	\$31.35	\$33.31	\$35.27	\$37.23	\$39.19
	FY22	A28	\$34.45	Precision Inspector V	\$29.96	\$31.83	\$33.71	\$35.58	\$37.45
	FY23	A28	\$35.57	Precision Inspector V	\$30.86	\$32.78	\$34.71	\$36.64	\$38.57
	FY24	A28	\$36.73	Precision Inspector V	\$31.78	\$33.77	\$35.76	\$37.74	\$39.73

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – REFRIGERATION	FY22	A21	\$31 92	Refrigeration/AC Mechanic	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Refrigeration/AC Mechanic Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Refrigeration/AC Mechanic	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Refrigeration/AC Mechanic Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Refrigeration/AC Mechanic	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Refrigeration/AC Mechanic Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

<b>Seniority Group</b>	<b>Year</b>	<b>Rate</b>	<b>Temp. Employee Rate</b>	<b>Skill Set</b>	<b>1st 6 Months Rate 80%</b>	<b>2nd 6 Months Rate 85%</b>	<b>2nd Year Rate 90%</b>	<b>3rd Year Rate 95%</b>	<b>4th Year Rate 100%</b>
<b>AT – SHEETMETAL</b>	FY22	A21	\$31.92	Sheet Metal Worker	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Sheet Metal Worker Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Sheet Metal Worker	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Sheet Metal Worker Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Sheet Metal Worker	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Sheet Metal Worker Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – OPERATING ENGINEER GROUP</b>									
<b>AT – POWER EQUIPMENT SERVICE</b>	FY22	A13	\$26.90	Power Equipment Serviceman	\$23.92	\$25.42	\$26.91	\$28.41	\$29.90
	FY23	A13	\$27.80	Power Equipment Serviceman	\$24.64	\$26.18	\$27.72	\$29.26	\$30.80
	FY24	A13	\$28.72	Power Equipment Serviceman	\$25.38	\$26.96	\$28.55	\$30.13	\$31.72

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

<b>Seniority Group</b>	<b>Year</b>	<b>Rate</b>	<b>Temp. Employee Rate</b>	<b>Skill Set</b>	<b>1st 6 Months Rate 80%</b>	<b>2nd 6 Months Rate 85%</b>	<b>2nd Year Rate 90%</b>	<b>3rd Year Rate 95%</b>	<b>4th Year Rate 100%</b>
<b>AT – MOBILE CRANE</b>	<b>FY22</b>	<b>A21</b>	<b>\$31 92</b>	<b>Mobile Crane Operator</b>	<b>\$27.94</b>	<b>\$29.68</b>	<b>\$31.43</b>	<b>\$33.17</b>	<b>\$34 92</b>
		<b>A24</b>	<b>\$33.66</b>	<b>Mobile Crane Operator Lead</b>	<b>\$29.33</b>	<b>\$31.16</b>	<b>\$33.00</b>	<b>\$34.83</b>	<b>\$36.66</b>
	<b>FY23</b>	<b>A21</b>	<b>\$32 97</b>	<b>Mobile Crane Operator</b>	<b>\$28.78</b>	<b>\$30.57</b>	<b>\$32.37</b>	<b>\$34.17</b>	<b>\$35 97</b>
		<b>A24</b>	<b>\$34.76</b>	<b>Mobile Crane Operator Lead</b>	<b>\$30.21</b>	<b>\$32.10</b>	<b>\$33.98</b>	<b>\$35.87</b>	<b>\$37.76</b>
	<b>FY24</b>	<b>A21</b>	<b>\$34 05</b>	<b>Mobile Crane Operator</b>	<b>\$29.64</b>	<b>\$31.49</b>	<b>\$33.35</b>	<b>\$35.20</b>	<b>\$37 05</b>
		<b>A24</b>	<b>\$35 89</b>	<b>Mobile Crane Operator Lead</b>	<b>\$31.11</b>	<b>\$33.06</b>	<b>\$35.00</b>	<b>\$36.95</b>	<b>\$38 89</b>

NOT SENSITIVE

National Aerospace Solutions Wage Schedule									
Aerospace Technician (AT) Classification									
Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – UTILITIES COOLING WATER	FY22	A21	\$31.92	Utility Operator – Cooling Water	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Utility Operator Lead – Cooling Water	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
		A29	\$35.40	Utility Operator II Lead – Cooling Water	\$30.72	\$32.64	\$34.56	\$36.48	\$38.40
	FY23	A21	\$32.97	Utility Operator – Cooling Water	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Utility Operator Lead – Cooling Water	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
		A29	\$36.55	Utility Operator II Lead – Cooling Water	\$31.64	\$33.62	\$35.60	\$37.57	\$39.55
	FY24	A21	\$34.05	Utility Operator – Cooling Water	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Utility Operator Lead – Cooling Water	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89
		A29	\$37.74	Utility Operator II Lead – Cooling Water	\$32.59	\$34.63	\$36.67	\$38.70	\$40.74

NOT SENSITIVE



# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AT – UTILITIES STEAM</b>	FY22	A21	\$31.92	Utility Operator – Steam	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Utility Operator Lead – Steam	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
		A29	\$35.40	Utility Operator II Lead – Steam	\$30.72	\$32.64	\$34.56	\$36.48	\$38.40
	FY23	A21	\$32.97	Utility Operator – Steam	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Utility Operator Lead – Steam	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
		A29	\$36.55	Utility Operator II Lead – Steam	\$31.64	\$33.62	\$35.60	\$37.57	\$39.55
	FY24	A21	\$34.05	Utility Operator – Steam	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Utility Operator Lead – Steam	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89
		A29	\$37.74	Utility Operator II Lead – Steam	\$32.59	\$34.63	\$36.67	\$38.70	\$40.74

NOT SENSITIVE

National Aerospace Solutions Wage Schedule									
Aerospace Technician (AT) Classification									
Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – POTABLE/ WASTE	FY22	A21	\$31 92	Utility Operator – Potable/Waste Water	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Utility Operator Lead – Potable/Waste Water	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Utility Operator – Potable/Waste Water	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Utility Operator Lead – Potable/Waste Water	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Utility Operator – Potable/Waste Water	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Utility Operator Lead – Potable/Waste Water	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – POWER EQUIPMENT	FY22	A21	\$31.92	Power Equipment Operator	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Power Equipment Operator Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Power Equipment Operator	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Power Equipment Operator Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Power Equipment Operator	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Power Equipment Operator Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – OPERATING ENGINEER	FY22	A21	\$31 92	Operating Engineer	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Operating Engineer Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Operating Engineer	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Operating Engineer Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Operating Engineer	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Operating Engineer Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89
	FY22	A24	\$33.66	OE Test Controller I	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A24	\$34.76	OE Test Controller I	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A24	\$35 89	OE Test Controller I	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AT – HEAVY EQUIPMENT MECHANIC	FY22	A21	\$31.92	Heavy Equipment Mechanic	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Heavy Equipment Mechanic Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Heavy Equipment Mechanic	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Heavy Equipment Mechanic Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Heavy Equipment Mechanic	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Heavy Equipment Mechanic Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
AC – CARPENTER	FY22	A21	\$31 92	Carpenter/Mason	\$27.94	\$29.68	\$31.43	\$33.17	\$34 92
		A24	\$33.66	Carpenter/Mason Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32 97	Carpenter/Mason	\$28.78	\$30.57	\$32.37	\$34.17	\$35 97
		A24	\$34.76	Carpenter/Mason Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34 05	Carpenter/Mason	\$29.64	\$31.49	\$33.35	\$35.20	\$37 05
		A24	\$35 89	Carpenter/Mason Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38 89

NOT SENSITIVE

# **National Aerospace Solutions Wage Schedule**

## **Aerospace Technician (AT) Classification**

<b>Seniority Group</b>	<b>Year</b>	<b>Rate</b>	<b>Temp. Employee Rate</b>	<b>Skill Set</b>	<b>1st 6 Months Rate 80%</b>	<b>2nd 6 Months Rate 85%</b>	<b>2nd Year Rate 90%</b>	<b>3rd Year Rate 95%</b>	<b>4th Year Rate 100%</b>
<b>AC – CARPENTER</b>	FY22	A24	\$33.66	Carpenter/Locksmith	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A24	\$34.76	Carpenter/Locksmith	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A24	\$35.89	Carpenter/Locksmith	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AC – PAINTER</b>  Painters receive \$0.25 per hour for sandblasting	FY22	A21	\$31.92	Painter/Sign Painter	\$27.94	\$29.68	\$31.43	\$33.17	\$34.92
		A24	\$33.66	Painter/Sign Painter Lead	\$29.33	\$31.16	\$33.00	\$34.83	\$36.66
	FY23	A21	\$32.97	Painter/Sign Painter	\$28.78	\$30.57	\$32.37	\$34.17	\$35.97
		A24	\$34.76	Painter/Sign Painter Lead	\$30.21	\$32.10	\$33.98	\$35.87	\$37.76
	FY24	A21	\$34.05	Painter/Sign Painter	\$29.64	\$31.49	\$33.35	\$35.20	\$37.05
		A24	\$35.89	Painter/Sign Painter Lead	\$31.11	\$33.06	\$35.00	\$36.95	\$38.89

NOT SENSITIVE



# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AL – TEAMSTERS</b>  Storekeepers receive \$0.75 per hour when working with hazardous materials and munitions.	FY22	A5A	\$25.28	Storekeeper	\$22.62	\$24.04	\$25.45	\$26.87	\$28.28
		A7A	\$26.62	Storekeeper Lead	\$23.70	\$25.18	\$26.66	28.14	\$29.62
	FY23	A5A	\$26.13	Storekeeper	\$23.30	\$24.76	\$26.22	\$27.67	\$29.13
		A7A	\$27.51	Storekeeper Lead	\$24.41	\$25.93	\$27.46	\$28.98	\$30.51
	FY24	A5A	\$27.00	Storekeeper	\$24.00	\$25.50	\$27.00	\$28.50	\$30.00
		A7A	\$28.43	Storekeeper Lead	\$25.14	\$26.72	\$28.29	\$29.86	\$31.43

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AL – TEAMSTERS</b>  Storekeepers receive \$0.75 per hour when working with hazardous materials and munitions.	FY22	A5A	\$25.28	Truck Driver	\$22.62	\$24.04	\$25.45	\$26.87	\$28.28
		A7A	\$26.62	Truck Driver Lead	\$23.70	\$25.18	\$26.66	28.14	\$29.62
	FY23	A5A	\$26.13	Truck Driver	\$23.30	\$24.76	\$26.22	\$27.67	\$29.13
		A7A	\$27.51	Truck Driver Lead	\$24.41	\$25.93	\$27.46	\$28.98	\$30.51
	FY24	A5A	\$27.00	Truck Driver	\$24.00	\$25.50	\$27.00	\$28.50	\$30.00
		A7A	\$28.43	Truck Driver Lead	\$25.14	\$26.72	\$28.29	\$29.86	\$31.43
	FY22	A5A	\$25.28	Chauffeur	\$22.62	\$24.04	\$25.45	\$26.87	\$28.28
	FY23	A5A	\$26.13	Chauffeur	\$23.30	\$24.76	\$26.22	\$27.67	\$29.13
	FY24	A5A	\$27.00	Chauffeur	\$24.00	\$25.50	\$27.00	\$28.50	\$30.00

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AL – TEAMSTERS</b>  Storekeepers receive \$0.75 per hour when working with hazardous materials and munitions.	FY22	A17	\$28.14	Equipment Dispatcher	\$24.91	\$26.47	\$28.03	\$29.58	\$31.14
		A19	\$30 02	Equipment Dispatcher Lead	\$26.42	\$28.07	\$29.72	\$31.37	\$33 02
	FY23	A17	\$29 07	Equipment Dispatcher	\$25.66	\$27.26	\$28.86	\$30.47	\$32 07
		A19	\$31 01	Equipment Dispatcher Lead	\$27.21	\$28.91	\$30.61	\$32.31	\$34 01
	FY24	A17	\$30 03	Equipment Dispatcher	\$26.42	\$28.08	\$29.73	\$31.38	\$33 03
		A19	\$32 03	Equipment Dispatcher Lead	\$28.02	\$29.78	\$31.53	\$33.28	\$35 03

NOT SENSITIVE

# National Aerospace Solutions Wage Schedule

## Aerospace Technician (AT) Classification

Seniority Group	Year	Rate	Temp. Employee Rate	Skill Set	1st 6 Months Rate 80%	2nd 6 Months Rate 85%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
<b>AL – LABORER</b>  Employees of the Laborers skill set will receive <b>A05 pay rate</b> when they are jackhammer operators; power saw operators, chain saw operators, tunnel cleaners, mortar mixers, concrete laborers, track laborers, and when cleaning Triclor spills.	FY22	A01	\$22.02	Laborer	\$20.02	\$21.27	\$22.52	\$23.77	\$25 02
		A05	\$23.99	Laborer Lead	\$21.59	\$22.94	\$24.29	\$25.64	\$26 99
	FY23	A01	\$22.77	Laborer	\$20.62	\$21.90	\$23.19	\$24.48	\$25.77
		A05	\$24.80	Laborer Lead	\$22.24	\$23.63	\$25.02	\$26.41	\$27 80
	FY24	A01	\$23.54	Laborer	\$21.23	\$22.56	\$23.87	\$25.21	\$26 54
		A05	\$25.63	Laborer Lead	\$22.90	\$24.34	\$25.77	\$27.20	\$28.63

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Work Assignment Pay (WAP) is not included in the above wage rates.

Interns in any skill set will be paid per Article XVIII, General, Section 4, Interns, page 69.

General Wage Increase effective 2300 hours

September 30, 2021 – 3.25%

September 30, 2022 – 3.0%

September 30, 2023 – 3.0%

CDL Renewals: Company will pay for CDL renewals only when CDL is required for the job currently held. If employee accepts another position within the Company and CDL is required, employee will be responsible for initial cost of CDL.

Asbestos Abatement Assignments – Employee training for or performing asbestos work as defined by OSHA will receive \$6.00 per hour above base pay.

Employee(s) training for or applying herbicides will receive \$2.00 per hour above their base pay for the time they are training or performing the herbicide related work.

Acid clean employees receive \$0.75 per hour for working with hazardous materials and munitions.

NOTE: Those permanently assigned as Utility Operator II (Cooling/Steam/Potable) as of July 1, 2017, will be moved to Utility Operator and pay frozen at current rate until the rate of pay (A21) skill set is equal to or greater than their frozen rate of pay.

Those permanently assigned as Utility Operator II Leads as of July 1, 2017, will be moved to Utility Operator Lead (A24) but will maintain their current A29 pay rate.

**Additional one-time fixed hourly wage schedule increase of \$1.00 per hour for Chauffeur, Truck Driver, Truck Driver Lead, Storekeeper, and Storekeeper Lead skill sets to be effective October 1, 2021. Any additional new hires (Chauffeur/Storekeeper/Truck Drivers) will receive the applicable wage schedule rate.**

## Pay Steps

The first six months rate for new employees is 80% of journeyman rate.

The second six months rate is 85% of journeyman rate.

The second year rate is 90% of journeyman rate.

The third year rate is 95% of journeyman rate.

The fourth year rate is 100% of journeyman rate.

Management, at its discretion, may hire a candidate at a higher pay step if recruitment dictates (external/internal). An employee has the option to bring a dispute to the Labor Management Committee one time. Placement at any given pay rate shall not be subject to the grievance process.

Effective January 1, 2022, all new hires and current employees at less than 90% of the current applicable pay rate with a Department of Labor apprenticeship certificate (card) in the skill set for which they are being/were hired will be placed at 90% of the current applicable pay rate. The normal progression rate still applies, i.e., 90% to 95% one year, 95% to 100% one year.

## AGREEMENT

In Witness hereof, this instrument is executed by the authorized representatives of the Parties and reflects the Parties' agreements as delineated in the description of this Agreement on the cover page hereof, to be effective as of June 30, **2021**, at **2300**.

  
Richard Tighe, Ph.D.  
General Manager  
National Aerospace Solutions, LLC.  
Date 8/30/21

  
Michael Bolzi  
Deputy General Manager  
National Aerospace Solutions, LLC.  
Date 8/27/2021

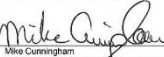
  
Jonathan Ragan  
Mission Support Director  
National Aerospace Solutions, LLC.  
Date 8/27/21

  
Walter Bishop  
Mission Execution Deputy Director  
National Aerospace Solutions, LLC.  
Date 8/27/21

  
Mike Hollowell  
Operations and Maintenance Functional  
Manager  
National Aerospace Solutions, LLC.  
Date 8/27/2021

  
Randy Long  
Labor Relations Manager  
National Aerospace Solutions, LLC.  
Date 8/26/2021

  
Ronnie Skipworth  
Project Manager  
Chugach Federal Solutions, Inc.  
Date 8/27/2021

  
Mike Cunningham  
Human Resources/Labor Relations Manager,  
Chugach Federal Solutions, Inc.  
Date 8/27/21

In Witness hereof, this instrument is executed by the authorized representatives of the Parties and reflects the Parties' agreements as delineated in the description of this Agreement on the cover page hereof, to be effective as of June 30, 2021, at 2300.

Alvin Clock 8/26/2021  
Alvin Clock  
President  
Air Engineering Metal Trades Council

Jason Kelley 8/26/21  
Jason Kelley  
Recording Secretary  
Air Engineering Metal Trades Council

Allen Gendine 8/26/21  
Allen Gendine  
International Brotherhood of Boilermakers,  
Iron Workers, Ship Builders, Blacksmiths,  
Forgers, and Helpers, Local No. 464

Tory Cawley 8/26/21  
Tory Cawley  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen, and Helpers of  
America, Local No. 327

Paul Mosley 8/26/21  
Paul Mosley  
United Association of Journeymen and  
Apprentices of the Plumbing and Piping  
Industry, Local No. 572

David D'Amico 8/26/21  
David D'Amico  
International Association of Machinists and  
Aerospace Workers,  
Queen City Lodge No. 1501

Carl P. Hill 8/26/21  
Carl P. Hill  
International Union of Lacemakers,  
Local No. 646

Christopher E. Wilson 8/27/21  
Christopher E. Wilson  
International Brotherhood of Electrical  
Workers, Local No. 2113

Chris Clock 8-26-21  
Chris Clock  
International Association of Sheetmetal  
Workers of America, Local No. 9

Adrian Schaefer 8/26/21  
Adrian Schaefer  
International Brotherhood of Electrical  
Workers, Local No. 2113

Kevin Glaser  
Kevin Glaser  
International Association of Bridge,  
Structural, Ornamental and Reinforcing Iron  
Workers, Local No. 701

Jim Clough 8/26/21  
Jim Clough  
International Union of Painters and Allied  
Trades, Local No. 459, District Council 91

Bobby Walker 8/26/21  
Bobby Walker  
International Union of Operating Engineers,  
Local No. 914



## INDEX

401(k) .....	67
Alternate Work Schedule .....	58
Apprenticeship Program .....	3, 21, 68, 75, 111
Benefits .....	14, 25, 42, 57-58, 60-61, 63, 65-66, 70, 72-73
Bereavement .....	60, 63
Committees .....	4, 7-9, 11, 47, 53, 61, 66-67, 72-73, 75
Core Numbers .....	21, 55-56
Cross Crafting .....	6, 54, 56
Davis-Bacon .....	43, 71-72
Disability .....	3, 38, 46, 49, 56, 58-61
Drug Testing .....	7, 48-49
Grievance Process .....	5, 8-12, 14, 45, 52, 74-75, 77
Holidays .....	10, 29, 32, 39, 60, 72-73
Injury .....	19, 46, 48, 53, 57, 59
Integrated Disability Plan (IDP) .....	33, 40, 56-57, 59-61
Job Hiring .....	40-41, 55
Job Posting .....	16, 20, 24
Jury Duty .....	53, 63
Medical Insurance .....	57, 59, 61-63, 75
Overtime... ..	6-7, 21-24, 26, 28-29, 31-40, 44, 53, 66, 70, 72
Pension .....	10, 58, 65-67, 75
Probationary Employees .....	14, 16, 18-20, 36
Recall .....	13-14, 17-19, 49, 56, 60, 64, 72, 79
Seniority .....	3, 13-18, 20, 23-25, 39, 41, 60, 69-70, 74-75
Shifts .....	11, 18, 21-32, 34, 36-39, 42, 44, 58, 70, 75

Sick/Illness .....	14, 19-20, 38, 46, 53, 56-61, 73
Strike .....	12, 45
Supplemental Work Force .....	6-7, 54-56
Transfers .....	13, 23-24
Union Representation.....	49
Vacation .....	14-15, 29, 33, 39, 40-42, 56-57, 60-61, 78
Voting .....	63
Wages/Pay .....	1-4, 10-11, 15-16, 20-21, 23, 25-26 28, 31-37, 40, 42-46, 53, 57, 59-60 63-67, 69-75, 110-111
Wage Rate Tables.....	78-109

### Military Time

0100	1 a.m.
0200	2 a.m.
0300	3 a.m.
0400	4 a.m.
0500	5 a.m.
0600	6 a.m.
0700	7 a.m.
0800	8 a.m.
0900	9 a.m.
1000	10 a.m.
1100	11 a.m.
1200	Noon
1300	1 p.m.
1400	2 p.m.
1500	3 p.m.
1600	4 p.m.
1700	5 p.m.
1800	6 p.m.
1900	7 p.m.
2000	8 p.m.
2100	9 p.m.
2200	10 p.m.
2300	11 p.m.
2400	Midnight

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**National Aerospace Solutions and International  
Brotherhood of Electrical Workers Local No.  
1245, International Association of Machinists and  
Aerospace Workers, Lodge No. 1414, and  
International Union of Operating Engineers,  
Local Union No. 3, AFL-CIO**

**National Aerospace Solutions and  
International Brotherhood of Electrical Workers,  
Local No.1245, International Association of  
Machinists and Aerospace Workers, Lodge No. 1414, and  
International Union of Operating Engineers,  
Local Union No. 3, AFL-CIO**

**Collective Bargaining Agreement  
July 1, 2021 – June 30, 2024**



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## TABLE OF CONTENTS

<b>ARTICLE I APPLICATION AND PURPOSE OF CONTRACT .....</b>	<b>1</b>
Section 1. Application .....	1
Section 2. Purpose.....	1
<b>ARTICLE II RECOGNITION .....</b>	<b>1</b>
Section 1. Recognition .....	1
Section 2. Equal Employment Opportunity .....	2
Section 3. Checkoff of Union Membership Dues.....	3
Section 4. Union Security .....	3
Section 5. Company Recognition .....	4
Section 6. New Work .....	5
Section 7. Drug and Alcohol Policy.....	5
<b>ARTICLE III GRIEVANCES .....</b>	<b>5</b>
Section 1. Chief Shop Stewards .....	5
Section 2. Discussion .....	6
Section 3. Grievance Procedure.....	6
Section 4. Time Limits .....	8
Section 5. Pay for Grievance Time .....	8
<b>ARTICLE IV ARBITRATION .....</b>	<b>9</b>
Section 1. Arbitration Procedure.....	9
<b>ARTICLE V SENIORITY .....</b>	<b>10</b>
Section 1. Seniority .....	10
Section 2. Loss of Seniority .....	10
Section 3. Seniority List .....	11

Section 4.	Seniority Status Outside the Bargaining Unit .....	11
Section 5.	Seniority During Absence .....	11
Section 6.	Probationary Employees.....	12
Section 7.	Job Posting .....	13
Section 8.	Promotions.....	14
Section 9.	Filling of Vacancies .....	14
Section 10.	Layoffs .....	15
Section 11.	Recalling .....	15
Section 12.	Shift and/or Workweek Preference	16
<b>ARTICLE VI LEAVES OF ABSENCE .....</b>		<b>17</b>
Section 1.	Union Representatives .....	17
Section 2.	Extended Leave .....	18
Section 3.	Personal Leave .....	18
<b>ARTICLE VII HOURS OF WORK AND OVERTIME.....</b>		<b>18</b>
Section 1.	Definitions .....	19
Section 2.	Work Shifts .....	20
Section 3.	Work Schedules.....	23
Section 4.	Time and One-Quarter.....	26
Section 5.	Time and One-Half .....	26
Section 6.	Double Time .....	27
Section 7.	Call-In.....	27
Section 8.	Reporting for Work.....	28
Section 9.	Lost Time .....	28
Section 10.	Exchange of Jobs .....	28



Section 11. Pyramiding of Overtime .....	29
Section 12. Off-Setting Overtime .....	29
Section 13. Assigning Overtime.....	29
Section 14. Posting Overtime .....	29
<b>ARTICLE VIII HOLIDAYS AND VACATIONS .....</b>	<b>31</b>
Section 1. Holidays .....	31
Section 2. Vacations .....	32
<b>ARTICLE IX WAGES AND BENEFITS .....</b>	<b>35</b>
Section 1. Wage Schedules.....	35
Section 2. New or Revised Classification .....	36
Section 3. Promotions.....	37
Section 4. Transfer.....	37
Section 5. Pay Day .....	37
Section 6. Shift Differential .....	38
Section 7. Overtime Meals.....	38
Section 8. Workweek Premium.....	38
<b>ARTICLE X CONTINUITY OF OPERATIONS .....</b>	<b>38</b>
Section 1. Continuity of Operations .....	38
<b>ARTICLE XI PHYSICAL EXAMINATIONS .....</b>	<b>39</b>
Section 1. Physical Examinations.....	39
Section 2. Ability to Work After Injury, Illness, or Physical Impairment .....	40
<b>ARTICLE XII SAFETY .....</b>	<b>40</b>
Section 1. Protective Equipment.....	40
Section 2. Good Housekeeping .....	40
Section 3. Safety Committee .....	40

<b>ARTICLE XIII PROTECTIVE SERVICES .....</b>	<b>41</b>
Section 1.    Protective Services .....	41
Section 2.    Proprietary Information .....	41
<b>ARTICLE XIV JURISDICTIONAL BOUNDARIES</b>	<b>42</b>
Section 1.    Determination of Jurisdictional Boundaries.....	42
<b>ARTICLE XV DISABILITY AND SICK LEAVE .....</b>	<b>43</b>
Section 1.    Disability Plan .....	43
Section 2.    Sick Leave .....	44
<b>ARTICLE XVI GROUP INSURANCE .....</b>	<b>45</b>
Section 1.    Group Insurance .....	45
<b>ARTICLE XVII EMPLOYEE BENEFITS .....</b>	<b>47</b>
Section 1.    Voting Time.....	47
Section 2.    Jury Duty.....	47
Section 3.    Bereavement Pay .....	48
Section 4.    Severance Allowance Pay .....	49
Section 5.    Work Clothes .....	51
Section 6.    Pension Plan.....	51
<b>ARTICLE XVIII GENERAL .....</b>	<b>51</b>
Section 1.    Work Performed by Supervisors and Other Excluded Personnel.....	51
Section 2.    Bulletin Boards.....	52
Section 3.    Lead on Shift.....	52
Section 4.    Plant Shutdown Notification.....	52
Section 5.    Admittance of Business Representatives.....	52
Section 6.    Employee Use of Private Auto.....	53

Section 7	Internship Program .....	53
<b>ARTICLE XIX DURATION .....</b>		<b>53</b>
Section 1.	Duration .....	53
Section 2.	Savings Clause .....	54
Section 3.	Zipper Provision .....	54
<b>APPENDIX .....</b>		<b>55</b>
Appendix 1	Health and Welfare Agreement .....	55
<b>SIGNATURE .....</b>		<b>59</b>
<b>INDEX .....</b>		<b>60</b>

# **ARTICLE I APPLICATION AND PURPOSE OF CONTRACT**

## **Section 1. Application**

This contract applies only to the employees of National Aerospace Solutions, LLC, hereinafter defined as being included in the Bargaining Unit located at the Ames Research Center, Moffett Field, California, employed at the National Full-Scale Aerodynamic Complex (NFAC).

## **Section 2. Purpose**

The purpose of this contract is to set forth the agreement between National Aerospace Solutions, LLC, herein referred to as the Company, and the International Brotherhood of Electrical Workers, Local No. 1245; International Association of Machinists and Aerospace Workers, Lodge No. 1414; and International Union of Operating Engineers, Local Union No. 3, AFL-CIO, herein referred to as the Union, as to the rates of pay, hours of work and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

# **ARTICLE II RECOGNITION**

## **Section 1. Recognition**

The Company, recognizes International Brotherhood of Electrical Workers, Local Union No. 1245; International Association of Machinists and Aerospace Workers, Lodge No. 1414; and International Union of Operating Engineers, Local Union No. 3, AFL-CIO as the exclusive bargaining agent with respect to rates of pay, wages, hours, and

other conditions of employment for the Company's wage employees who are identified and classified in one of the classifications set forth in Article IX, Section 1. Excluded from the Bargaining Unit are all administrative employees, technical employees, draftsmen, technical assistants, office clerical, professional employees, guards and supervisory employees as defined in the Labor-Management Relations Act.

**The Unions will notify the Labor Relations Manager of any change to the certified Chief Shop Stewards. No Chief Shop Steward will be recognized by the Company as having the authority to represent the Union prior to receipt of notice of appointment.**

## **Section 2. Equal Employment Opportunity**

The Company and the Union agree to provide equal employment opportunity and comply with affirmative action regulations and applicable executive orders. The Company and the Union will comply with applicable laws, including but not limited to Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, The Americans with Disabilities Act and the Vietnam Era Veterans Readjustment Assistance Act, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or presence of sexual orientation, veteran status, national origin, age, a disability or any other characteristic protected by law, in connection with employment, demotion, upgrading, promotion or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

### **Section 3. Checkoff of Union Membership Dues**

The Company agrees to deduct Union membership dues and initiations fees from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such Union membership dues and initiation fees from the employee's wages each month and to remit such membership dues and initiation fees to the Union. Such authorization shall continue for the term of this contract unless withdrawn in writing by the employee within ten (10) days immediately preceding the end of any anniversary date of such assignment, with a copy sent to the Union by certified mail. The authorization to deduct Union dues can also be withdrawn by the employee when transferred to another classification provided the employee gives written notice to that effect to the Company and a copy thereof to the Union.

### **Section 4. Union Security**

Each employee shall, not later than thirty-one (31) days following the date of employment, join and maintain in good standing membership in the Union having jurisdiction over the work covered by the employee's job classification as a condition of his continued employment. The membership obligation may be satisfied by paying dues and initiation fees uniformly required for membership.

To assist the Union in complying with the Union security provisions, the Company will furnish the Union and the **Chief** Shop Steward with the following information concerning all employees hired, recalled from layoff, or re-employed: name, job classification, and date of hire immediately following employment.

When the **Company** is notified by the Union in writing that an employee has failed to make application and

tender the Union initiation fee or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the **Company** shall, within two (2) working days, terminate **employment** such employee.

The Union understands and agrees that the Company assumes no liability in connection with the deductions made or other actions taken in accordance with this Article. Any question as to the correctness of the deductions authorized and made, or other actions taken, will be a matter to be resolved between the Union and the employee. The Union agrees to hold the Company harmless for any liability, monetary or legal, in the Company's performance of its checkoff or any other responsibilities under this Article, so long as the Company has delivered to the Union all funds deducted pursuant to payroll deduction authorizations in effect at that time. The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union.

## **Section 5. Company Recognition**

The Union recognizes that the Company shall exercise the exclusive responsibility for the management, operation and maintenance of facilities and related utilities assigned to the Company by contract at the Ames Research Center, and the selection, assignment and direction of the working forces. Such responsibility shall include the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operations; provided that the Union rights set forth in this contract, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed or modified by this clause.

## **Section 6. New Work**

In the event new work is introduced that does not fall in the classification in Article IX, Section 1, but is considered a wage job, the Company and Union agree to negotiate a new job classification and wage rate in accordance with Article IX, Section 2.

## **Section 7. Drug and Alcohol Policy**

The Company and the Union agree to fully support and comply with Company Policies and Procedures for Substance Abuse, which meet the intent of the Drug Free Workplace Act of 1988 and applicable Department of Defense and Department of Transportation regulations, including applying the expanded Air Force and DOT panels as well as alcohol by “employees in sensitive positions.” In addition, the following clauses are incorporated:

1. An employee will be offered Union representation during any interview which may reasonably lead to discipline based on violation of this Policy.
2. The affected employee shall receive a copy of any laboratory report.
3. The Union reserves the right to contest the application of this drug and alcohol policy to particular employees through the grievance-arbitration procedure of the collective bargaining agreement.

## **ARTICLE III GRIEVANCES**

### **Section 1. Chief Shop Stewards**

The Company agrees to recognize a reasonable number of certified **Chief Shop** Stewards for each union, one Chief Shop Steward and one Assistant



**Chief Shop** Steward, for the purpose of representing employees in the grievance procedure or for the purpose of giving advice concerning potential grievances. During the period that an employee is holding the office of Chief Shop Steward, the employee shall be placed at the top of the seniority list of the employees within the employee's classification and will be considered the most senior employee within that classification, but only for the purpose of exercising shift preference. When the employee loses status as a **Chief Shop** Steward, the employee shall be returned to his normal position on the seniority list.

## **Section 2. Discussion**

Any employee having a complaint shall, with or without his **Chief Shop** Steward, discuss the matter with his immediate supervisor. If the complaint is not satisfactorily adjusted by the supervisor within twenty-four (24) hours, the employee will so inform the supervisor and it may be considered a grievance and be referred to the grievance procedure.

## **Section 3. Grievance Procedure**

Any grievance arising under the terms of this contract shall be handled as listed below. It is understood that all three steps of the procedure will be held during the grievant's work shift and he will be allowed time off to attend the hearings.

Step 1. The **Chief Shop** Steward and grievant may discuss the complaint with the grievant's immediate Supervisor and/or designated representatives. If the complaint is not satisfactorily adjusted within two (2) days, the grievance will be reduced to writing and submitted to the Second step within three (3) days.

Step 2. The Manager of the Branch or the designated representatives will hold a hearing within four (4) days after the Second step is requested. The Business Representative, **Chief Shop** Steward and the grievant will attend this hearing. An answer will be given within five (5) days after the hearing. Failing satisfactory adjustment, the matter will be referred to Step 3 within four (4) days after the Company's answer.

Step 3. Within five (5) days after referral to this Step, a meeting will be held with the three business representatives of the unions, the **Chief Shop** Steward and grievant of the Union affected, with representatives of the Company **Labor Relations Group** in an effort to settle the complaint. A **Chief Shop** Steward from each of the other two unions may attend the hearing, at the Business Representative's request, provided the grievance involves either change in contract language or working conditions of employees whom they represent. The Business Representative of the grievant will arrange for the other business representatives to attend the hearing. The Company's position will be submitted to the Union in writing within five (5) days after the meeting. If the Company's answer is not satisfactory, the Union may request arbitration in accordance with Article IV within five (5) days.

It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above-described grievance procedure.

## **Section 4. Time Limits**

Any grievance not taken up with the employee's immediate supervisor within ten (10) workdays after the occurrence of the incident complained of cannot be processed through the grievance procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher Step in the above procedure within seven (7) workdays after a decision has been rendered by the Company. Extensions may be made by mutual agreement. On grievances involving monetary items, time limits do not begin until checks covering said alleged violations are received by the employees.

The Union's failure to carry a grievance from one Step to another or to arbitration shall be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event the Company does not answer a grievance within the time limits, the grievance may be processed to the next Step in the procedure, or to arbitration, as the case may be.

## **Section 5. Pay for Grievance Time**

**Chief Shop** Stewards and **grievant(s)** may assist in the settling of grievances under this Article without loss of pay provided they arrange with the supervisor to leave work for the purpose of handling a grievance.

## **ARTICLE IV ARBITRATION**

### **Section 1. Arbitration Procedure**

Any controversy which has not been satisfactorily adjusted under the grievance procedure and which involves:

- a. the discharge of an employee, or
- b. the interpretation or application of the provisions of this contract, or
- c. an alleged violation of the contract,

may be submitted for settlement in arbitration. Within fifteen (15) days after either party notifies the other of its desire for arbitration, the parties shall request the Director of Federal Mediation and Conciliation Service to submit a listing of seven (7) names of arbitrators which will be alternately stricken until one name remains. The member selected will be the arbitrator. Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union. The arbitrator shall be required to render a decision within thirty (30) days after the close of the arbitration hearing, which shall be final and binding on both parties.

The arbitrator shall not have the power to add to, to disregard, or to modify any of the terms of this contract.

When either party receives the list of arbitrators, they shall contact the other party and inform them of such receipt. The parties will meet within thirty (30) days to select an arbitrator.

## **ARTICLE V SENIORITY**

### **Section 1. Seniority**

The seniority of an employee shall be determined by **their** employment date or transfer date into the Bargaining Union, whichever is later, with respect to the employment date or transfer date to the Bargaining Unit of other employees within a seniority group. By the term "seniority group" is meant one of the groups: Electrical Group, Instrument Technician Group, Machinist Group, and Operating Engineer Group, listed in Article IX, Section 1, of this contract.

In the case of two employees hired or transferred into the Bargaining Unit on the same date, the employee with the lowest employee number will be regarded as having the greater seniority.

When employees are transferred permanently from one seniority group to another, it shall be done by mutual agreement of the Company and the Union.

### **Section 2. Loss of Seniority**

Seniority shall be lost by an employee under the following circumstances:

- a. When the employee is discharged by the Company.
- b. When the employee quits the service of the Company upon his own volition.
- c. When the employee does not properly report when recalled from layoff, as set forth in Section 11 of this Article.
- d. When the employee is not recalled during a period of thirty-six (36) consecutive months after being laid off.

- e. When a Bargaining Unit employee is promoted or transferred to a non-Bargaining Unit position as provided for in Section 4 of this Article.
- f. When a Bargaining Unit employee who is on a leave of absence **upon** completion of the employee's authorized leave of absence (one [1] year or term of office) as provided for in Article VI.
- g. When the employee is absent for three (3) consecutive working days without notifying the Company, in which case the employee shall be considered a voluntary quit, unless the employee is unable to notify the Company of personal illness or injury or by an act of God.

### **Section 3. Seniority List**

The Company agrees to compile and post every three (3) months a seniority list showing the seniority of each employee in the Bargaining Unit.

### **Section 4. Seniority Status Outside the Bargaining Unit**

Any employee transferred or promoted to a position in the plant which is outside the Bargaining Unit shall be credited for seniority purposes with **the employee's** seniority at the time of promotion out of the Bargaining Unit, such credit to remain in effect for a period not to exceed one (1) year. However, seniority credit shall not be accrued while outside the bargaining unit.

### **Section 5. Seniority During Absence**

Employees will continue to accumulate seniority when absent due to occupational illness or occupational accident. Employees will continue to accumulate seniority when absent due to personal illness for a continuous period of twenty-four (24)

months. Seniority will also be accumulated during leaves of absence granted in accordance with Article VI of this contract and for approved leaves of absence for other personal reasons not in excess of thirty (30) days.

## **Section 6. Probationary Employees**

A new direct employee in any classification shall be considered a probationary employee for the first ninety (90) **calendar** days of employment in which he/she actually performed work for the Company.

**If at the end of the probationary period the employee is not to be retained, the appropriate Union representative will be notified in writing prior to the employee's termination date. Failure to notify the appropriate Union representative will not affect the Company's right to release the employee.**

**The termination of employment of an employee during the probationary period shall not be subject to the grievance procedures. However, the Chief Shop Steward shall be notified of such discharge.**

**The above referenced probationary period may be extended by thirty (30) calendar days with notification from the Company to the Union. Additional extension(s) of the probationary period in thirty (30) calendar increments are allowable, if mutually agreed to by the Parties.**

**Any probationary period interrupted by any leave of absence(s) shall automatically extend by the same number of days as such leave of absence(s).**

## **Section 7. Job Posting**

In the event of a new job, or a vacancy to be filled, the Company shall post on the NAS website. The Company will also send an e-mail notice of the job opening to all wage employees concurrent with the posting of the opening on the portal. Employees may receive electronic notification of open positions by signing up to receive such notifications from the Company. Alternatively, employees may periodically visit the Company's web page to view current open positions. Interested employees shall submit an electronic resume and complete the electronic bid form available on the portal. Consideration will be given any permanent employee who bids on the new job or vacancy within a period of seven (7) working days from the date of the initial posting.

Filling of vacancies caused by vacations, disabilities, and leaves of absence shall not be subject to the posting procedure.

Temporary employees may be hired for a period not to exceed six (6) consecutive months when additional work of any nature requires a temporary augmented force. Temporary employees shall receive the applicable hourly rate of pay, be eligible for holiday pay, and shall be eligible for health and welfare coverage on the first day of the seventh month of active work but shall not otherwise be eligible for any fringe benefits nor accrue seniority. Holiday pay is the only benefit that a temporary employee may receive from the Company. A direct temporary employee (but not a temporary employee working at the Company through a temporary employment agency) who, without a break in service, is subsequently hired as a regular full-time employee shall have as their employment date the date the employee was first retained to perform work for the Company as a temporary employee.



Temporary employees are employed by the Company on an at-will basis, and may be terminated at any time, with or without advance notice, with or without cause, and without resort to the grievance procedure.

## **Section 8. Promotions**

Promotions of employees within the Bargaining Unit shall be made on the basis of the necessary qualifications to perform the work and seniority. If qualifications to perform the work of the job classification are considered equal, the senior employee shall be given preference. The employee's grade will be given within five (5) days after receiving the request.

When the employee has been selected for promotion, the employee will be placed into that position within thirty (30) days of the date of the original offer of employment. The Company retains the right to cancel any posting during this thirty- (30-) day period.

## **Section 9. Filling of Vacancies**

A vacancy is defined as a vacated position. A new job is defined as an additional permanent position within the Bargaining Unit. In case there is no one in a seniority group qualified for promotion under Section 8 of this Article, the Company may fill vacancies by following the process outlined in Section 7, Job Postings, to:

- a. Promote from within the Bargaining Unit providing there are employees qualified to fill the position.
- b. Hire from outside the Bargaining Unit.
- c. A lateral transfer of employees presently within the Bargaining Unit may be considered, provided the employee is qualified to perform

the job. The employee has the right to accept or reject a transfer involving a change in seniority groups. The Union will be notified when a vacancy exists. Whenever in the sole judgment of management the skill, qualifications and all other relevant factors are equal then seniority will become a consideration in making permanent lateral transfers.

- d. A temporary promotion which does not involve all of the substantial aspects of the higher paying skill set, will not necessarily by itself satisfy the minimum qualification requirements of a regular full-time assignment in the higher paying skill set. For purposes of full-time promotion, candidates must still meet the minimum requirement of the regular full-time job.

## **Section 10. Layoffs**

When decreasing the size of the work force temporary employees and probationary employees assigned to the job classification affected, shall be the first to be laid off. For further reductions, the prime factors to be considered shall be the skills required to complete the remaining work, performance, experience and qualifications and when these are reasonably equal, as determined by the Company, then seniority will be the deciding factor. This section is subject to the grievance process. If a layoff results in employees being reassigned to another work area, the Company shall be responsible for retraining within the employee's classification in order to work effectively.

## **Section 11. Recalling**

Recalling shall be in reverse order of layoffs within a classification within a seniority group. The recalled employee shall return to the former classification and

seniority group set held at the time of layoff.

Employees being recalled shall be notified by telephone and e-mail if provided. If telephone or e-mail contact cannot be made, the employee shall be notified by certified mail, return receipt requested, mailed to the last address on record in the Company's files. If the Company does not receive a reply from the employee to said letter within six (6) days from the date of delivery, as shown on the certified mail receipt, in which the employee agrees to report for work within two (2) calendar weeks after receiving said notification, or if the Post Office returns said letter to the Company because the addressee has moved, or the employee does not report for work on the date agreed to report as provided in this Section, the employee will be considered to have forfeited all recall rights, unless these time limits are extended by the Company. In case of an emergency the Company may temporarily fill any vacancy.

## **Section 12. Shift and/or Workweek Preference**

Within each supervisor's work group, employees will exercise shift and/or workweek preference in accordance with the following:

- a. **Chief Shop** Stewards shall be assigned to a principal shift and/or workweek of their choice. Lead shall then be assigned to a principal shift and/or workweek using seniority within the lead category. When the **Chief Shop** Stewards and lead's assignments conflict with the shift and/or workweek requirements; that is, the required number of people, the required crafts and lead, the least senior, eligible lead shall be assigned to meet this shift and/or workweek requirement.

Following assignment of the lead, journeymen shall be assigned to a principal shift and/or workweek using seniority.

- b. For purposes of shift and/or workweek assignment only, the machinist and the operating engineers will be combined into a single category.
- c. Each three (3) months, wage employees will indicate their first and second choice of shift and/or workweek and each will be assigned to a principal shift and/or workweek and facility or duty. Each employee will remain at that assigned station and shift and/or workweek during the three- (3-) month period. In the event major changes occur in the workload, the principal assignment of those directly affected may be changed.
- d. When it is necessary to replace absent employees, to provide for changes in the workload, or meet special test requirements, it will be done with a minimum reassignment of personnel.

## **ARTICLE VI LEAVES OF ABSENCE**

### **Section 1. Union Representatives**

Accredited Union representatives shall be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively to attend conventions or other operations. It is agreed that ten (10) days' notice of such leaves of absence will be given except in emergencies, and that not more than one (1) employee shall be absent at any one time for such purpose, except by special request of the Union, and if conditions will permit, this number may be increased by permission of the Company.

Such leaves of absence shall not affect the seniority of employees.

## **Section 2. Extended Leave**

Any employee whose continued absence of a longer period is necessary because of duties as an officer or representative of the Union will be given a leave of absence not to exceed one (1) year, or the term of his office, whichever is greater, without pay for such purpose. Upon retirement from such office, the employee shall be entitled to return to the previous position or a position of the same class without loss of seniority, provided the employee reports for work within fifteen (15) days following the expiration of leave. An employee granted such leave of absence shall return all security identification issued to the employee.

## **Section 3. Personal Leave**

Employees will be granted **Leave Without Pay (LWOP)** up to five (5) working days with the approval of their supervisors. Personal leaves of absence for up to thirty (30) days will require the approval of their Branch Manager or representative.

# **ARTICLE VII HOURS OF WORK AND OVERTIME**

For the purpose of this contract, the employee's straight-time rate is the rate of pay per hour exclusive of shift differential, workweek differential and overtime premium. The regular rate is the rate of pay per hour including applicable shift and/or workweek differentials but excluding overtime premium.

## Section 1. Definitions

- a. The established workweek shall be the seven (7) day period beginning at **2230** Sunday. The workweek shall end for overtime pay purposes at **2230** Sunday unless an employee's fifth workday has not ended.
- b. A workweek shall consist of five (5) days of work, eight (8) consecutive hours each day, and two (2) rest days within the established workweek. The employee's rest days must be consecutive but may fall in two (2) different workweeks.
- c. A workday is a period of twenty-four (24) consecutive hours starting at the time the employee is scheduled to begin work on the first work shift in the established workweek. Each succeeding workday is a twenty-four (24) hour period beginning at the same hour of the day, except that the workday immediately preceding a rest day will end at **2230** for employees assigned to a non-overlapping work shift.
- d. The work shift is the eight (8) hours an employee is scheduled to work on each of the five (5) scheduled workdays in the established workweek. When an employee's scheduled work shift overlaps the calendar rest day by thirty (30) minutes or less, the time of overlap will be paid at the employee's regular rate.
- e. Rest days are those days on which an employee is scheduled off during the established workweek. The two (2) rest days may fall on any days and in different established workweeks but will be consecutive.

- f. Calendar days, for the purposes of Article VII, will be the twenty-four (24) hour period beginning at **2230**.

## **Section 2. Work Shifts**

- a. The day shift shall consist of five (5) consecutive days of eight (8) consecutive hours (exclusive of a thirty- [30-] minute lunch period) beginning at **0630**. Exception: Consecutive days will not apply when the employee's workweek changes.
- b. The swing (evening) shift shall consist of five (5) consecutive days of eight (8) consecutive hours (exclusive of a thirty- [30-] minute lunch period) beginning at **1430**. Exception: Consecutive days will not apply when the employee's workweek changes.
- c. The graveyard (late night) shift shall consist of five (5) consecutive days of eight (8) consecutive hours (exclusive of a thirty- [30-] minute lunch period) beginning at **2230**. Exception: Consecutive days will not apply when the employee's workweek changes.
- d. Shift starting times can be altered at any time with a forty-eight (48) hours' notice to the union representative and the workforce with notification by the Company. These changes to shift starting times must have unanimous agreement of affected employees and can be altered up to one hundred twenty (120) days. However, the Company will not incur any overtime or shift premium liability as a direct result of these changes.
- e. An exception of two (2) hours in the starting time, set forth above, will be made for a limited number (maximum of two [2] employees) for pre-operational activities as necessary.

- f. A seven-day (7) work schedule will apply only to the Maintenance Section, to which the following workdays and rest days may be assigned, to employees in the following order: (a) volunteers, (b) seniority provided there are more volunteers than required, and (c) reverse seniority.
1. Rest days of Monday and Tuesday and workdays of Wednesday, Thursday, Friday, Saturday, and Sunday.
  2. Rest days of Wednesday and Thursday and workdays of Monday, Tuesday, Friday, Saturday, and Sunday.
  3. Maintenance Section employees also may be assigned to the day, swing, or graveyard shifts.
  4. The Company agrees to utilize the seven- (7-) day work schedule only to satisfy contractual maintenance commitments it has with the CLIENT, and for no other reason. The Company further agrees to request the CLIENT to provide written request for the seven- (7-) day work schedule and to allow the Union to review any such written response that the CLIENT may provide. The Union agrees that only the Company will determine the number of maintenance personnel required by the CLIENT.
- g. The Company may deviate from the shift starting times as necessitated by the CLIENT requirements, power availability, and/or tunnel practices subject to shift starting times not being altered by more than three (3) hours. Notwithstanding any other language contained



in this article on shifts altered in conjunction with this paragraph (in the first five [5] workdays of an employee's work week) time and one-half will not be paid until after eight (8) hours of work and double time will not be paid until after twelve (12) hours of work from the commencement of the shift.

- h. In case of a three- (3-) hour early deviation in the day shift or grave and day shift starting times, employees on these shifts shall receive a shift differential of 10%. The Company will advise the Union of changes made pursuant to this subsection and agrees to entertain Union requests to alter shift starting times.
- i. Notwithstanding the other provisions in this Article VII, the Union and the Company recognize that the CLIENT may request or Company contractual commitments may require, the Company to adopt for all or a portion of the employees covered by this Agreement a seven- (7-) day work schedule similar to Article VII, Section 2, Paragraph f., with rest days other than Saturday and Sunday and with Saturday and Sunday being straight-time workdays. The Union and the Company agree that under the foregoing circumstances, a seven- (7-) day work schedule may be implemented by the Company. Before implementing such a schedule, however, the Company agrees to give notice to the Union and bargain to reach mutual agreement on the manner of implementing the seven- (7-) day work schedule, including the designated workdays and rest days and the manner of assigning employees to the workweek(s) that are established as part of the seven- (7-) day work schedule.

### **Section 3. Work Schedules**

- a. An employee's regular work schedule is their five (5) scheduled workdays within the established workweek such schedule to be determined by the Company and posted at least by the end of the employee's last normal work shift of the previous week.
- b. Employee's required by the Company to change shifts within the workweek will be paid time and one-half (1.5) for the first eight (8) hours of the change.
- c. When Saturday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first rest day within the established workweek shall be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and the second rest day within the established workweek shall be considered to be Sunday.
- d. All absences with pay shall be counted as time worked for overtime considerations.
- e. Employees, with their mutual consent, may trade shifts and/or workweeks within their own job classification for a maximum of two (2) weeks, with the prior approval of their respective supervisors, provided that no overtime is created by the exchange.
- f. Employees held over after the end of their regular work shift will receive not less than thirty (30) minutes pay at the appropriate overtime rate.
- g. Day, swing, and grave shift employees are entitled to a non-paid lunch period of thirty (30)

minutes, observed after completion of three and one-half (3.5) hours of work and by the fifth and one-half hour of work. Employees who cannot be provided with a lunch period during the two- (2-) hour period will receive pay for the thirty (30) minutes at the appropriate rate and will be allowed twenty (20) minutes to eat at the convenience of the test requirements.

- h. An employee who has not been provided with a lunch period by the end of the fifth and one-half hour of work will receive pay for such lunch period at the appropriate overtime rate.

### **9 x 80s Schedule**

1. The established workweek shall be the seven (7) day period beginning on midshift Friday and ending on midshift the following Friday. With every other Friday scheduled as an "Off" day. The "Off" Friday shall be established by the company to meet Customer requirements. Once the first "Off" Friday has been established, every other Friday will be "Off." Changes to the "Off" Friday may only occur upon mutual agreement between the Company and the Union.
2. A workweek shall consist of four (4) days consisting of nine (9) consecutive hours and one (1) workday consisting of four (4) consecutive hours, with every other Friday at zero (0) hours.
3. Each Monday through Thursday nine and one-half (9.5) hour shift or Friday eight and one-half- (8.5-) hour shifts shall include a thirty- (30-) minute unpaid lunch, in addition to two paid fifteen- (15-) minute breaks. One fifteen- (15-) minute break will be taken in the first half of the shift and the second fifteen (15-) minute break

will be taken in the second half of the shift. No combination of fifteen- (15-) minute break and/or thirty- (30-) minute break will be permitted.

An NFAC employee will be paid overtime at one and one-half (1.5) times his or her regular rate of pay for hours worked in excess of 40 hours in any workweek or for hours worked in excess of nine (9) hours Monday through Thursday, or in excess of eight (8) hours on a working Friday. An NFAC employee shall be paid overtime at a rate of two (2) times his regular rate of pay for hours in excess of twelve (12) on any workday. For purposes of overtime equalization under Article VII, Section 13 of the contract, NFAC employees will be considered as a separate work group.

4. In the event that a paid holiday falls on a day (Monday through Friday) in which an NFAC employee is scheduled to work under this agreement, the employee will be given the day off with pay. In the event that a paid holiday falls on a day (Monday through Friday) in which an NFAC employee is not scheduled to work under this agreement, the employee shall receive the regularly scheduled number of hours of pay for that day at the employee's regular rate or an alternate day off to be selected by NFAC management. An NFAC employee required to work on a holiday will receive holiday pay as described above and be paid at one and a half (1.5) times their regular rate for hours worked on that holiday.
5. For each vacation day taken by an NFAC employee, the Company shall deduct the regularly scheduled number of hours of pay for that day from the employee's accrued vacation balance.

6. At the customer's request, the company may require that this addendum be temporarily suspended to meet the customer's need and revert back to the regular forty- (40-) hour-a-week schedule as negotiated in the CBA.

#### **Section 4. Time and One-Quarter**

Premium pay at a rate of one and one-quarter (1.25) times the regular rate of pay shall be paid for hours worked prior to the scheduled assigned shift start time. This is typically applied when one (1) or more employees are required to conduct pre-operational activities prior to shift start. This premium pay does not apply to pre-shift work which is arranged for the employee's convenience.

#### **Section 5. Time and One-Half**

Overtime at the rate of one and one-half (1.5) times the regular rate of pay shall be paid as follows.

- a. For hours worked in excess of forty (40) in the established workweek, or
- b. For the ninth (9<sup>th</sup>), tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>), and twelfth (12<sup>th</sup>) hour worked in the workday, or
- c. For the first eight (8) hours worked on Saturday, or for the first eight (8) hours worked on the employee's first rest day in the established workweek. For swing shift employees, Saturday is defined as a twenty-four- (24)-hour period beginning at **2300** Friday, or the day preceding the first rest day. For other employees, the twenty-four- (24-) hour period will begin at **2230** Friday, or the day preceding the first rest day.

## **Section 6. Double Time**

Overtime at the rate of two (2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of twelve (12) during any workday, or
- b. For hours worked in excess of eight (8) on Saturday, or for hours worked in excess of eight (8) on the employee's first rest day in the established workweek, or
- c. For all work performed on Sunday, or for all work performed on the employee's second rest day in the established workweek. For swing shift employees, Sunday is defined as a twenty-four- (24-) hour period beginning at **2300** Saturday, or the day preceding the second rest day. For other employees, the twenty-four- (24-) hour period will begin at **2330** Saturday, or the day preceding the second rest day.

## **Section 7. Call-In**

An employee who is notified by the Company to work outside of their regular shift shall receive not less than the equivalent of four (4) hours pay at time and one-half (1.5) of their regular rate for such call-in; however, this guarantee is not applicable under the following conditions:

- a. An employee is notified prior to the end of their previous work shift of an early starting time on the next work shift.
- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside their regular shift, does not report at the specified time or within a reasonable period thereafter.

- c. An employee shall not be required to stand by for a call back to work after the termination of his regular shift.

## **Section 8. Reporting for Work**

An employee who properly reports for work on their regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours pay at their regular hourly rate, unless they have been notified not to report to work at least by the end of their last regular work shift or because of a power failure, breakdown of equipment, weather related conditions, or acts of God. Any government-approved administrative leave will be granted to Company employees if the CLIENT agrees to pay for same.

## **Section 9. Lost Time**

The Company will use one-tenth of an hour (6 minutes) as a unit in computing tardiness. If an employee is from one to six (1 to 6) minutes late, the employee will lose one-tenth of an hour (6 minutes). For tardiness beyond six (6) minutes, the regular procedure of computing time in multiples of six- (6-) minute intervals will apply. Employees leaving the job early will be considered tardy on the same basis as if they reported to work late. Employees shall not be required or permitted to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

## **Section 10. Exchange of Jobs**

If an employee is required to work at a higher paid job for one (1) or more consecutive hours without an intervening change in job assignment, the employee shall receive the starting rate of the higher paid job effective as of the time such an assignment is made.

## **Section 11. Pyramiding of Overtime**

The allowance of overtime pay on any hour for which an employee received compensation eliminates that hour from consideration for overtime pay on any other basis.

If overtime work falls under two (2) or more pay rates, the higher rate shall prevail in determining overtime pay.

## **Section 12. Off-Setting Overtime**

An employee shall not be required to take time off from their regularly scheduled normal workweek in order to offset overtime.

## **Section 13. Assigning Overtime**

Within each supervisor's work group, overtime will be maintained as nearly equal as practicable to employees within a classification who normally perform the work. Lead shall be considered a separate classification within their group for overtime assignment purposes. Overtime shall be offered to available lead within the group before a temporary lead is designated on such overtime assignment.

The Company shall attempt to meet overtime requirements through the use of volunteers. If the Company is unable to meet overtime requirements through the use of volunteers, the Company may make mandatory assignments of overtime on the basis of reverse seniority and qualifications required for the job, with the least senior qualified employee being the first to be required to work overtime, and the most senior qualified employee being the last employee to be required to work overtime.

## **Section 14. Posting Overtime**

A record of overtime worked or refused by an employee shall be maintained in actual hours worked.



No overtime will be charged for less than one (1) hour worked. If an employee's record of overtime worked or refused is different from the log, the official records of the payroll timecards will be used to correct the error. Starting January 1 of each year, the overtime hours will be adjusted to zero (0).

A new employee shall be charged with the same amount of overtime hours as the highest man within their classification in their supervisor's work group. If at the end of the probationary period the employee has less overtime than the highest man in his classification and supervisor's work group, the employee will be adjusted to an amount equal to that of the highest man.

If an employee is offered overtime and refuses, for any reason, the employee will be charged on the overtime chart the hours refused. However, for holdover overtime, no charge will be made if the employee is not notified more than one (1) hour before the end of the shift the employee is working. In a twenty-four- (24-) hour period, beginning at the time the employee is scheduled to begin his shift, the employee will be charged only for the first overtime refused.

Employees who are asked to work overtime on their last workday prior to a rest day(s), if applicable, or the rest day(s) preceding a scheduled vacation of forty (40) hours or more, shall not be charged for refusal of overtime.

An employee who is absent for more than three (3) weeks will not be offered overtime. Upon returning to work, the employee will be placed in the same relative position to the high man (the same differential of hours) on the overtime chart as held prior to the employee's absence. An employee who incurs a limitation because of a disability which prohibits overtime assignments will be offered overtime during

such restriction and will have one (1) readjustment for overtime purposes. This adjustment will occur when the employee first accepts overtime following the period of disability.

## **ARTICLE VIII HOLIDAYS AND VACATIONS**

### **Section 1.     Holidays**

The following holidays will be considered as paid holidays at the employee's regular rate of pay:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

Washington's Birthday

Veteran's Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Floating Holiday

Pay at the rate of one and one-half (1.5) times the regular rate of pay, in addition to holiday pay, will be paid for the first eight (8) hours worked on the above holidays. Any hours worked in excess of eight (8) will be paid at the rate of two (2) times the regular rate of pay.

When a recognized holiday falls upon an employee's first scheduled rest day, the workday immediately preceding shall be observed as the employee's holiday; when a holiday falls upon the employee's

second scheduled rest day, the next succeeding scheduled workday shall be observed as the employee's holiday.

Floating Holiday – This holiday is to be taken any time in the calendar year, beginning on January 1, 2009 with the concurrence of the employee's supervisor.

If a designated holiday occurs during an employee's vacation, the employee will receive eight (8) hours pay at regular time. Such holiday will not be charged against the employee's accrued vacation.

In the event that the Government has a contractual requirement for the Company to change their days of work to coincide with the CLIENT's days of work, the holidays will be changed to agree with the Government's holidays. Any Government administrative leave with pay will be granted to Company employees if the CLIENT agrees to pay for same.

If additional holidays should be granted by the Government during the term of this contract, the Company will also grant these holidays to its employees provided the CLIENT agrees to pay for same.

## **Section 2. Vacations**

Employees shall receive vacations in accordance with their Company service. Time spent in layoff, leave of absence exceeding thirty (30) days, and other separations from the payroll will not be computed in determining length of Company service.

Subject to the provisions of subparagraph (g), employees will receive vacation credit from their date of hire upon completion of their probationary period. The basis will be eight (8) hours of vacation for each month of employment not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than five (5) years' service with the Company will be eligible for one hundred twenty (120) hours of vacation each year. The basis will be ten (10) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than ten (10) years' service with the Company will be eligible for one hundred forty-four (144) hours of vacation each year. The basis will be twelve (12) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than fifteen (15) years' service with the Company will be eligible for one hundred sixty (160) hours of vacation each year. The basis will be thirteen and one-third ( $13\frac{1}{3}$ ) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than twenty (20) years' service with the Company will be eligible for two hundred (200) hours of vacation each year. The basis will be sixteen and two thirds ( $16\frac{2}{3}$ ) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

An employee having more than twenty-five (25) years' service with the Company will be eligible for two hundred forty (240) hours of vacation each year. The basis will be twenty (20) hours of vacation for each month of employment, not to exceed a maximum accrual of three hundred twenty (320) hours.

- a. Vacations of forty (40) hours up to two hundred forty (240) hours will be scheduled by the Company for each eligible employee during the Union contract year. Should an employee accumulate two hundred forty (240) hours of vacation time, the Company will schedule vacation for such employee to be taken within the next six (6) months. Preference as to date is given employees in accordance with their seniority. Such preference can be exercised only once in a calendar year. Vacations of less than forty (40) hours must be approved by the Company at least two (2) working days before the vacation is to start.
- b. Available vacation and tentative schedules for same will be posted on a quarterly basis.
- c. Vacation payment will be calculated on the basis of an employee's regular hourly rate, which includes applicable shift and workweek differential and the number of hours in the normal workweek of the plant.
- d. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, the employee or their **beneficiary(ies)** will be paid a vacation allowance for any accrued vacation that may be due them.
- e. An employee who is recalled following a layoff for reduction in force will be required to work two (2) months following his recall before is again eligible to take a vacation, but will accumulate vacation with pay as provided in this Article.
- f. **Absence of an employee on a scheduled workday, immediately preceding or following the employee's vacation, must be**

**approved by management. Each request will be considered on a case-by-case basis.**

- g. Employees starting work between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month will be given credit for the full month, whereas, employees beginning their employment on the sixteenth (16<sup>th</sup>) day of the month, or any day thereafter, will be given no credit for that month. If termination of employment occurs between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of the month, vacation time will be computed to the last day of the previous month. If termination occurs on the sixteenth (16<sup>th</sup>) day of the month or thereafter, the vacation time will be computed to the end of the month.
- h. Employees are allowed to take off as little as one (1) hour segments at a time and count it as vacation time provided the employee has secured his supervisor's prior approval.
- i. Company will not withhold a portion of vacation pay paid in advance.
- j. Vacations may be taken as earned.

## **ARTICLE IX WAGES AND BENEFITS**

### **Section 1. Wage Schedules**

**The Company and the Union agree that following wage rates negotiated and shown below shall be effective October 1, 2021:**

**Effective October 1, 2021: 4.0%**

**Effective October 1, 2022: 3.75%**

**Effective October 1, 2023: 3.75%**

Further, the Company and the Union agree that following wage rates negotiated and shown below shall be effective October 1, 2021.

The following straight-time wage rates apply to each classification of the groups covered under this CBA; International Brotherhood of Electrical Workers, Local No. 1245 for Instrument Technicians & Electricians, International Association of Machinists and Aerospace Workers, Lodge No. 1414 for Machinists, and International Union of Operating Engineers, Local Union No. 3, AFL-CIO for Operating Engineers.

	Effective October 1, 2021	Effective October 1, 2022	Effective October 1, 2023
Hourly Rate (Journeyman)	\$51.05	\$52.96	\$54.95
Hourly Rate (Lead)	\$56.15	\$58.26	\$60.44

New employees, who are not card-carrying Journeymen, hired after the date of ratification can be hired at the following rates of pay:

First six (6) months of employment: 85% of Journeyman rate of pay.

Second six (6) months of employment: 95% of Journeyman rate of pay.

After twelve (12) months of employment: Journeyman rate of pay.

## **Section 2. New or Revised Classification**

When it is necessary to establish a new job classification or revise an existing job classification, the Company and the Union will negotiate a job title and wage rate for the new or revised classification.

### **Section 3. Promotions**

An employee promoted to a higher classification will receive the starting rate of the higher classification. The employee will thereafter progress to the next job rate in accordance with the progression schedule.

### **Section 4. Transfer**

When an employee is transferred to a lower paying classification, either at the employee's own request or when no other work is available that the employee can perform, the employee shall receive the maximum rate of the lower classification as of the date of transfer.

### **Section 5. Pay Day**

Pay day shall be weekly and employees will be paid no later than Friday following the end of the pay period. Employees who are working Friday shall receive their checks during their regular working hours. Employees who start work on the swing shift on Thursday shall receive their checks on Thursday during regular working hours.

When an employee moves from day shift to swing shift, their time will be estimated for that Friday, for their swing shift work and paid in that week's payroll.

An employee not working may receive their check at the office of the Administrative Manager at any time during office hours or may designate a person to bring the check to them by notifying their supervisor.

Pay for overtime hours worked in a workweek shall be included in the paycheck for that workweek in the absence of unusual circumstances.

Payroll checks, to the greatest extent possible, will itemize regular pay, overtime pay, meal allowance and shift premiums, as well as all deductions, including state and federal taxes.



## **Section 6. Shift Differential**

Employees shall receive a shift differential in the amount of 12.5% of his hourly wage rate for the swing shift and 12.5% of his hourly wage rate for graveyard shift. If a majority of hours fall during the swing shift, the rate for the swing shift shall be applicable. If a majority of hours fall during the graveyard shift, the rate for the graveyard shift shall be applicable. If a majority of hours fall during the day shift, the rate for the day shift shall be applicable.

## **Section 7. Overtime Meals**

Any employee, upon the completion of ten (10) continuous hours work, excluding the employee's regular lunch period, will be paid a meal allowance of \$12.50. An additional meal allowance of \$12.50 will be paid for each consecutive four (4) hours of work performed thereafter.

The allowance will be paid by check. No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating will be made as short as possible and in no case will exceed twenty (20) minutes.

## **Section 8. Workweek Premium**

A \$0.30 per hour premium will be paid to employees assigned to the workweeks specified in Article VII, Section 2, Subsection f, Paragraphs (1) and (2).

# **ARTICLE X CONTINUITY OF OPERATIONS**

## **Section 1. Continuity of Operations**

There will be no strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participating by any Company employee in an act

violating this provision in any way will be complete and immediate cause for discharge by the Company.

If it is contended that the discharged employee did not violate this Section of the contract, the Union may, within two (2) days after the employee is discharged, contest the discharge by filing a grievance initially in the Third Step of the grievance procedure; the grievance shall be subject to arbitration under Article IV.

## **ARTICLE XI PHYSICAL EXAMINATIONS**

### **Section 1. Physical Examinations**

After a job has been extended, and accepted, the applicant must undergo and satisfactorily complete a physical examination as a condition of employment. These exams will be required of all prospective employees for the same job category. All employees recalled to work may be required to undergo and satisfactorily complete a physical examination.'

Periodic physical examinations of employees may be required to aid employees in improving their own health and to enable the Company to guard the health of its employees.

An employee, upon request, shall have the opportunity of discussing the results of **his/her** medical examination with the Company. When available to the Employer, a copy of the medical report will be furnished to the employee upon request.

Employees physically handicapped as a result of occupational illness or injury shall be given special consideration for continued employment.

## **Section 2. Ability to Work After Injury, Illness, or Physical Impairment**

In case an employee returns to work after being absent due to injury, illness, or physical impairment, the Company may require the employee to furnish a certificate signed by the Company physician showing that the employee is physically fit to return to work. If the physician finds that the employee is not physically fit to return to work, the employee may obtain a physical examination by a second physician agreeable to him. If the findings of the second physician are that the employee is physically fit to return to work, then the employee may submit to an examination by a specialist agreeable to the employee and the Company, at the expense of the Company, exclusive of the employee's transportation costs, and the opinion of the specialist shall be final.

## **ARTICLE XII SAFETY**

### **Section 1. Protective Equipment**

Where necessary for the safety and health of its workers, the Company shall provide protective clothing and safety equipment.

### **Section 2. Good Housekeeping**

The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

### **Section 3. Safety Committee**

A Bargaining Unit employee will be selected by the mutual agreement between the Company and the Union to serve on the Safety Committee.

## **ARTICLE XIII PROTECTIVE SERVICES**

### **Section 1. Protective Services**

The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for such information by the United States Government. Continued employment is contingent upon an employee meeting the requirements for the level of security clearance that has been specified by the United States Government.

It is recognized that the Company has agreed not to employ any person designated by the United States Government whose employment is considered prejudicial to the Government and to remove from the work and exclude from NFAC any person whose continued employment is deemed by the United States Government to be prejudicial to the United States Government. Furthermore, all members of the Union, the Company, and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the Air Force. The Arbitration Committee provided for in Article IV of the Contract shall not make any decisions that conflict with security regulations adopted by the United States Government.

### **Section 2. Proprietary Information**

The Union and Company agree that they will do their utmost to protect proprietary information.

## **ARTICLE XIV**

### **JURISDICTIONAL BOUNDARIES**

#### **Section 1. Determination of Jurisdictional Boundaries**

Determination of Jurisdictional Boundaries is the responsibility of the International Unions which have been duly designated to represent employees. However, it is agreed that within the present scope of the Company's work there are four (4) seniority groups, IT, E, OE, and M. When additional employees are hired or when necessary to lay off to reduce the work force, such changes shall be made so as to correct any existing imbalances of employees within the four (4) seniority groups.

In the example below, the least senior Instrument Technician or Electrician would be laid off first with the other following when the second employee is to be laid off. With proper balance, the least senior employee would be laid off first. Recalling or hiring will be in reverse order. The following is an example of a near-balanced work force:

E	IT	M	OE
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6		

It is understood that the example cited refers to a condition where the work force is composed of an equal number of the four (4) seniority groups. When the Company's scope of work changes which requires a change in the composition of the work

force, the Company will inform the Union in writing of the number of new jobs or the number of jobs to be eliminated.

In order to meet test schedules and provide continuity of employment, employees may by assignment assist but not replace employees who normally perform work required during tunnel downtime, work associated with model or test article installation, model changes, tunnel operation and maintenance; subject to the provisions in the following paragraph.

An employee absent for more than two (2) days because of vacation, illness, jury duty, birthday, holiday, and other reasons for the employee's convenience will be replaced when it is necessary to perform work of the employee's craft.

## **ARTICLE XV DISABILITY AND SICK LEAVE**

### **Section 1. Disability Plan**

The Employer agrees to promptly execute a health and Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing, among other things, for the following:

- a. Plan Type: Automotive Industries Disability Plan.
- b. Benefits: The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.
- c. Contributions: Employer Contributions will be payable at the current rate of \$23.00 per month. The employer will pay annual increases up to 20% of the plan cost per year. Any annual increases over 20% will be assumed by the members in the form of a pre-tax deduction.

By signing the Health and Welfare Agreement (Disability Benefits), the Employer agrees to be bound by the terms of it, the Welfare Fund's Trust Agreement, and the rules of the Welfare Fund and Disability Plan, as all of them may be amended from time to time.

In the case of any inconsistency between the terms of the Health and Welfare Agreement (Disability Benefit) and this collective bargaining agreement, the terms of the Health and Welfare Agreement (Disability Benefit) shall prevail.

## **Section 2. Sick Leave**

Each Union employee will be entitled to sixty-five (65) supplemental sick leave hours per year. An allowance of sixty-five (65) hours will be credited upon employment. For the first year of employment employees will not accrue sick leave. After twelve months of employment one and a quarter (1.25) hours of sick leave per week will be earned and credited to the employee's account.

Sick Leave pay is received at the employee's regular straight time rate.

Any employee accrued sick leave balance above 140 hours will be reduced to one hundred forty (140) hours each year at the anniversary of the contract date. Any hours above one hundred forty (140) will be paid to the employee at 50% of their straight time rate.

A union employee absent for more than three (3) consecutive work days must provide the Company with a doctor's certificate, subject to confirmation.

Sick leave is not payable to the employee upon termination.

## **ARTICLE XVI GROUP INSURANCE**

### **Section 1. Group Insurance**

The Company shall subscribe to the Automotive Industries Welfare Fund, hereafter referred to as the AI Plan, for health, life, dental, orthodontia, drug, and vision care coverage.

- a. The Company hereby stipulates and agrees to abide by all the terms and conditions of the Trust Agreement creating the AI Plan as it has or may be modified, altered or amended and all regulations and rules of the Board of Trustees of such Trust.
- b. The Company further agrees to abide by the method of selection of the Trustees of such Trust as specified in said Trust. It is understood and agreed that the health, life (\$50,000), dental, orthodontia, drug, and vision care herein granted to Union members shall be purchased by the Company, subject to employee co-pay stipulated in "paragraph f" of this Section, and shall provide the benefits set forth in the documents identified as Automotive Industries Health and Welfare Agreements which are made a part of this Agreement.
- c. It is understood and agreed that the Company shall, upon notification by the Plan Administrator, make necessary adjustments in the premium rates or coverage as determined by the Board of Trustees or this Agreement. The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and the employees by the Administrative Office of the AI Plan.



- d. The Company shall continue to make contributions for the applicable AI Plan coverage if an employee's attendance is interrupted because of a non-occupational illness or injury for a period of up to six (6) consecutive calendar months. This is provided the employee was eligible under the plan prior to the onset of the disabling illness or injury and the employee is receiving State Disability Insurance (SDI) payments under the California Unemployment Insurance Code.
- e. If an injury is recognized as a disability under the Workers' Compensation Laws of the State of California, eligibility under the Plan will be extended for a period of up to twelve (12) consecutive calendar months, provided the employee was eligible under the plan.
- f. Effective September 1, 2011, the Company's liability will be 90% of the total per employee monthly premium. The employee will be responsible for the remaining 10% of the total monthly premium in the form of a pre-tax deduction. In subsequent years of this Agreement, the Company will continue to pay 90% of the total premium, provided that the annual increase is less than or equal to 12%. Any annual premium increases over 12% will be assumed by the employee in the form of a pre-tax deduction.
- g. The Company agrees to sign the necessary subscribers agreement(s) which are incorporated into this Agreement by reference thereto and further agrees to sign all or any additional subscribers agreement(s); or other papers necessary to carry out the terms of this Article.

- h. In the event that an employee involved in employment under the Service Contract Act seeks to opt out of the fringe benefits covered by this Agreement and the Service Contract Act, the parties agree that the Company will pay the applicable Service Contract Act fringe benefit rate to such an employee. However, should such an approach be in conflict with the Affordable Care Act, an amendment to the Affordable Care Act or any replacement or supplementary law related to the Affordable Care Act, the parties agree to meet and modify that approach in a manner that is permitted by law.

## **ARTICLE XVII EMPLOYEE BENEFITS**

### **Section 1. Voting Time**

Employees who are unable to vote before or after their regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising their franchise to vote in local, county, state and federal elections, provided such employees presents evidence indicating eligibility to vote to their supervisor. Payment will be made at the employee's regular rate. When the workday of an employee commences three (3) hours after the opening of the polls or ends three (3) hours prior to the closing of the polls, time off for voting will not be allowed.

### **Section 2. Jury Duty**

Employees who are called for jury duty shall be excused from work upon presentation of Court Notice to their immediate supervisor. Employee who have been summoned by subpoena to appear before the Grand Jury, where the employee is not the accused, shall be excused from work upon presentation of a

letter from the Clerk of the Court to their immediate supervisor. The employees shall be paid the difference between their regular earnings and the fees received from the Court, provided the employees submits evidence of the total amount received from the Court. Only the number of days actually spent in Court are to be counted in calculating payment.

When Employees are called for jury duty on Monday, Tuesday, Wednesday, or Thursday rest day, they will be scheduled for another rest day with pay within three (3) weeks of the date after presenting the Court Notice to their immediate supervisor. The employee must also submit evidence of the fees received from the Court, which will be subtracted from their regular pay.

Employees will present proof of service, including time served and amount of pay received.

### **Section 3. Bereavement Pay**

Bereavement leave of three (3) consecutive days with pay may be granted for the employee to assist with funeral arrangements, settling the estate, and other activities in connection with the death of an immediate family member. When the required travel is in excess of a four hundred- (400-) mile radius of NFAC, outside the Continental United States or in extreme circumstances, such as the loss of multiple family members in a single incident, an employee may be granted two (2) additional days of leave.

For the purpose of this Section, the term “a member of an employee’s immediate family” shall be defined as the following: spouse or domestic partner, children, brothers, sisters, parents, step- parents, foster parents, grandparents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, grandchildren, and any of the aforementioned in a step relationship, legal guardian, or legal ward.

#### **Section 4. Severance Allowance Pay**

- a. An employee shall only be eligible for severance allowance when he/she is: (1) terminated for medical reasons as approved by medical authority; or (2) laid off because of a reduction in force and loses his seniority because he is not recalled during the thirty-six- (36-) month period following the layoff.
- b. All permanent employees hired prior to September 16, 1993, with one (1) year or more of Company service, shall be paid a severance allowance equal to eighty (80) hours of pay at the employee's straight-time rate when terminated for medical reasons as approved by medical authority. When an employee is laid off because of a reduction in force loses his seniority pursuant to Article V, Section 2(d) he shall receive severance allowance, if any, according to the following schedule:

<b>Seniority When Laid Off</b>	<b>Allowance (Straight Time Rate)</b>
One (1) year	80 hours
Five (5) years	120 hours
Ten (10) years	160 hours

Provided, however, that an employee offered employment by a successor contractor to the Company prior to the expiration of this contract, shall not be paid such allowance.

- c. Employees hired on or after September 16, 1993, shall be paid a severance allowance according to the following schedules:

Terminations for medical reasons as approved by medical authority.

<b>Seniority When Laid Off</b>	<b>Allowance (Straight Time Rate)</b>
0 to 6 months	0
6 months to 2 years	40 hours
2 years plus	80 hours

Layoffs because of a reduction in force resulting in a loss of seniority pursuant to Article V, Section 2(d).

<b>Seniority When Laid Off</b>	<b>Allowance (Straight Time Rate)</b>
0 to 6 months	0
6 months to 2 years	40 hours
2 years to 5 years	80 hours
5 years to 10 years	120 hours
10 years plus	160 hours

Provided, however, that an employee offered employment by a successor contractor to the Company prior to the expiration of this contract, shall not be paid such allowance.

- d. One (1) additional month of medical coverage will be provided, at the employee's current contribution rate, at the time of layoff.

## **Section 5. Work Clothes**

The Company will provide a clean pair of coveralls for each employee on a weekly basis. The coveralls may be not removed from the job site without the Company's prior approval. Additional clean coveralls will be made available to those employees involved in maintenance activities where the coveralls get so soiled as to require replacement.

## **Section 6. Pension Plan**

Eligible employees of the Company may participate in the Company Savings Plan ("401(k) Plan").

Effective November 1, 2005, the Company shall match employee contributions up to a maximum employer contribution of 5%, with a 7% employee contribution. To qualify for the Company contribution, an employee must have satisfactorily completed his probationary period of employment.

# **ARTICLE XVIII GENERAL**

## **Section 1. Work Performed by Supervisors and Other Excluded Personnel**

Supervisors shall not do non-supervisory work which will deprive employees of jobs regularly performed by them. This shall not prevent supervisors from performing necessary functions of instruction or assistance to employees.

Company engineers may perform manual work to further their research and development work, provided such work does not deprive Bargaining Unit employees of jobs regularly performed by them.

Nothing in this Section shall preclude the Client or any employee of a non-signatory company to this agreement from performing bargain unit work.

The Company and Union agree that the Company shall not be responsible for actions of non-bargaining personnel acting outside the scope of the NFAC contract. However, if work is performed by other contractors, the Company will raise the concern with the Air Force.

Other excluded personnel defined in Article II, Section 1, will not be assigned to work performed by Bargaining Unit employees.

Nothing in this Section shall prohibit Supervisors and other excluded personnel from performing non-supervisory work when necessary when all other options to assign the work to a bargaining unit employee are exhausted.

## **Section 2. Bulletin Boards**

The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union affairs.

## **Section 3. Lead on Shift**

If the Company receives notice that a lead will be absent for four (4) hours or more on a subsequent day, the Company will designate a temporary lead for the period of absence if the failure to do so would result in no lead being assigned on such regular operating shift.

## **Section 4. Plant Shutdown Notification**

Company will advise employees of a plant shutdown as soon as such notice is received.

## **Section 5. Admittance of Business Representatives**

Business representatives of the Union shall have access to the Industrial Relations Office of the Employer during working hours for the purpose of

investigating grievances and working conditions. In the event it is necessary for a business representative to visit the Employer's facilities the Business representative shall contact the Industrial Relations Office. Such visits shall be subject to such rules and regulations as may be promulgated by the U.S. Government and the Employer. The Employer will not impose regulations which exclude the business representatives from said plants or render ineffective the intent of this provision. The business representative shall conduct such business in a prompt and orderly manner.

If the business representatives wish to have access to the Employer's plant on a day when the Industrial Relations Office ordinarily is not open, they will have to make advance arrangements whenever possible.

#### **Section 6. Employee Use of Private Auto**

In cases where the Company is not able to provide medical services on the base for such things as required hearing tests or on-the-job injuries, the Company shall provide transportation, or when the employee uses his own car, mileage.

#### **Section 7 Internship Program**

**The Union and the Company will establish a Labor/Management Partnership Committee to jointly develop an Internship Program.**

### **ARTICLE XIX DURATION**

#### **Section 1. Duration**

Except as it may be amended hereafter, by written mutual agreement of the parties, this contract shall become effective at midnight on July 1, 2021, and shall continue in effect until midnight, June 30, 2024,



and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of the contract, that if the Company shall cease to operate, manage and maintain facilities at Ames Research Center, this contract shall automatically terminate and the rights and obligations of both the Union and the Company hereunder shall automatically cease, except with reference to those employees covered herein who shall remain in the employ of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the CLIENT, and as to such employees this contract shall continue in effect until termination of employment of such employees.

## **Section 2. Savings Clause**

This contract is subject to provisions of any Federal or State statutes present or future, which may affect the terms or provisions herein.

## **Section 3. Zipper Provision**

The parties have discussed and negotiated all aspects of this contract. There are no outstanding side agreements or practices that have not been incorporated in this Agreement.

# APPENDIX

## Appendix 1 Health and Welfare Agreement



### AUTOMOTIVE INDUSTRIES WELFARE FUND

4160 DUBLIN BLVD., SUITE 400 | DUBLIN, CA 94568  
TOLL-FREE: (800) 835-3105 | FAX: (925) 580-7121  
WEBSITE: [automotive-welfare.com](http://automotive-welfare.com) | E-MAIL: [administrator@ata.com](mailto:administrator@ata.com)



### SUBSCRIBER AGREEMENT

FIRM NAME: National Aerospace Solutions, LLC

ADDRESS: Building 1431, Arnold Air Force Base

TN 37389

Street

City

State

Zip Code

EFFECTIVE DATE OF COVERAGE: July 1, 2021

PHONE: (931) 464-5384

Accept	Decline	Coverage	Plan Overview	Monthly Contribution Rates Effective September 1, 2020 to August 31, 2021*													
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical & Prescription Drug Plan	<p>Choices of:</p> <ul style="list-style-type: none"> <li>Kaiser Medical and Kaiser Prescription Drug Coverage</li> <li>Indemnity Plan Medical includes \$50/month HRA component and Self-Funded Prescription Drug Coverage provided by OptumRx</li> </ul> <p>Includes basic \$2,500 Burial Benefit</p>	Composite Rate \$1,885.00													
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Opt-Out	Payment required when Employee selects to Opt Out of benefit	Medical and Rx Drug Plan \$75.00 Ancillary Benefits \$25.00 (Dental, Vision, Orthodontics, Disability & Life)													
<input checked="" type="checkbox"/> Basic <input type="checkbox"/> Plan 9	<input type="checkbox"/>	Dental	<p>Basic Plan provides an annual maximum of \$3,000. Plan pays 80% for PPO Providers and 70% for Preferred Providers.</p> <p>Plan 9 provides additional benefits above the basic Plan</p>	\$79.00 \$299.00													
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Orthodontics	Covers a benefit maximum of \$2,500 as a lifetime benefit for any covered person.	\$5.00													
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vision	Covers vision services and prescription products provided by VSP.	\$20.00													
<input type="checkbox"/> \$10,000 <input checked="" type="checkbox"/> \$25,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$75,000 <input type="checkbox"/> \$100,000	<input type="checkbox"/>	Additional Life Insurance	Term Life Insurance	<p>Life Volume</p> <p>\$ 10,000 \$ 1.00 \$ 25,000 \$2.50 \$ 50,000 \$5.00 \$ 75,000 \$7.50 \$100,000 \$10.00</p>	Contribution Rate												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disability Plan	<p>The benefit is thirty-five percent (35%) of Contract Wage Rate payable the first (1<sup>st</sup>) work day when disabled because of an accident or when hospital confined and the fourth (4<sup>th</sup>) work day when disabled because of an illness for a maximum of thirty-nine (39) work weeks; however, benefits shall not exceed 80% of regular gross pay when combined with allowable benefits from other sources, subject to Plan provisions and limitations.</p> <p>Subject to adjustment on the earlier of:</p> <p>1) change of journeyman hourly wage rate to a level indicating a higher contribution rate; and/or</p> <p>2) September 1, 2014 and each September 1 thereafter to amounts determined by the Trustees as necessary to provide and maintain plan benefits.</p>	<p>Wage Category Rate per Employee</p> <p>\$ 0.00 - \$24.99 \$ 14.00 \$25.00 - \$34.99 \$ 17.00 \$35.00 - \$44.99 \$ 21.00 \$45.00 - \$64.99 \$ 24.00 \$65.00 - \$94.99 \$ 27.00 \$95.00 - \$74.99 \$ 31.00</p> <p>Contributions for all employees are based upon the highest Journeyman wage rate.</p> <p>Indicate the dates of future changes in Journeyman hourly wages and rate below:</p> <table border="1"> <thead> <tr> <th>Effective Dates of Change</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Current:</td> <td>\$ 49.09</td> </tr> <tr> <td>Future Date: 10/1/2021</td> <td>\$ 61.05</td> </tr> <tr> <td>Future Date: 10/1/2022</td> <td>\$ 62.98</td> </tr> <tr> <td>Future Date: 10/1/2023</td> <td>\$ 54.95</td> </tr> <tr> <td>Future Date:</td> <td>\$</td> </tr> </tbody> </table>		Effective Dates of Change	Rate	Current:	\$ 49.09	Future Date: 10/1/2021	\$ 61.05	Future Date: 10/1/2022	\$ 62.98	Future Date: 10/1/2023	\$ 54.95	Future Date:	\$
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Future Date: 10/1/2022	\$ 62.98																
Future Date: 10/1/2023	\$ 54.95																
Future Date:	\$																
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Class 2 Employees	Each person not in Class 1 and not covered by another Collective Bargaining Agreement, who is a full-time Employee, Proprietor, or Partner of the Employer as defined by the Plan, so long as the Employer covers all such persons subject to Coverage Commencement rules.	All Class II rates are the same as Class I Rates.													
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Class 1 Owners	Owners working with the tools of the trade and who have a participating agreement with a participating union.	Same as Class 1 Rates.													

\* After August 31, 2021, rates and coverage are subject to adjustments by the Board of Trustees

NOT SENSITIVE

For the purpose of providing the benefits specified above for employees and their dependents, the Employer agrees to make monthly payments to the Automotive Industries Welfare Fund ("Fund") as follows:

- A. **Employees Covered.** As specified in the Plan's eligibility rules, the following persons are covered by this Agreement:
- (1) **Class 1**—Each person who is in active employment as an employee, as defined by the Plan, who is working under a collective bargaining agreement between the employer and a participating union, subject to coverage commencement rules in paragraph D below. Any exclusion or delay of coverage of a Class 1 employee requires that a copy of the collective bargaining agreement be attached to this Agreement and approved by the Trustees. This Plan permits the option of Employee-only coverage. Subject to the terms of the collective bargaining agreement, an Employee may opt out of coverage in Plan A for the Employee and, if applicable, the Employee's dependents only by completing and submitting to the Plan an approved form for that purpose. The Employee's resulting non-covered status will apply to the Employee until the Plan receives a written retraction by the Employee of the decision to opt out in an approved format and after any applicable waiting period has been exhausted or any required conditions have occurred, such as satisfactory proof of a required change of life event. Owners who work with the tools of the trade and have a bargaining agreement with a participating union shall be treated as a Class 1 employee and subject to all the rules applicable for Class 1 employees as specified herein.
  - (2) **Class 2**—Each person not in Class 1 and not covered by another collective bargaining agreement, who is a full-time employee, proprietor or partner of the employer as defined by the Plan, so long as the employer covers all such persons subject to coverage commencement rules in paragraph D below, and provided the following classes of persons may be excluded: any Class 2 employee or dependent at least 65 years of age.
- B. **Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly employer payments at the rates stated herein for all employees covered under paragraph A who are eligible under the rules of paragraph D. Changes in the amount of the monthly payments required shall be made effective for all participants on the first day of September annually. Even if an agreement requiring contributions to the Fund has expired and a new Agreement is not in effect when rates are changed, the employer shall be responsible to transmit the new full required payment to the Fund so long as this Agreement is in effect. The source of amounts in excess of the rate specified in the collective bargaining agreement shall be determined by the terms of the expired collective bargaining agreement until the effective date a new collective bargaining agreement.
- C. **Payment Procedures.**
- (1) **Class 1 Employees.** The undersigned employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for covered Class 1 employees in accordance with the provisions of the collective bargaining agreement for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Notwithstanding the foregoing sentence, in the event that the effective date of the collective bargaining agreement is more than sixty (60) days prior to the date that the executed Subscriber Agreement is received by the Trust Fund office, any change in coverage (including a change in the Plans or ancillary benefits) shall be effective no earlier than the date this Agreement is received by the Trust Fund office. When applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned agree that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect, regardless of any rate that may be specified in the expired collective bargaining agreement. The employer will be responsible to transmit the full required payment to the Fund but the source of amounts in excess of the rate specified in the collective bargaining agreement shall be determined by the terms of the expired collective bargaining agreement until the effective date of a new collective bargaining agreement. The undersigned agree that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
  - (2) **Class 2 Employees.** The undersigned employer agrees to make payments as set forth in the Agreement and any subsequent revisions hereof and in accordance with the terms of the collective bargaining agreement for covered Class 2 employees until it notifies the Fund in writing that such coverage is canceled, provided that Class 2 employees cannot be covered in any month in which there is no obligation to cover Class 1 employees under subparagraph (1).
  - (3) **Payment Due Date.** Monthly payments are due from the employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph A employed by the employer at any time during the month prior thereto, except as provided in subparagraph (4) for certain new hires and subparagraph (6) for Class 2 employees whose employment ceased during the prior month.

NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days, except as provided in subparagraph (4) for certain new hires and subparagraph (6) for Class 2 employees whose employment ceased during the prior month.

- (4) **New Hires.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date. For new Class 2 employees the first payment is due on the first day of the month following the date of hire or the first day of the month payment would be required for full-time Class 1 employees of the employer with the same dates of employment, whichever is later.
- (5) **Family Coverage.** The Employer is only required to pay one contribution if two or more family members are working for the same Company. The Trust will provide coverage according to the rates that are paid by the Employer.
- (6) **Terminations.** (a) For a Class 1 employee who has passed the effective date of coverage specified below but is no longer actively employed by the employer because the employee retires or for any reason other than the employee quits (a voluntary decision by the employee to terminate employment) or the employee is discharged for cause, the last payment is due on the first day of the month following the last date of active employment, unless a longer period, not to exceed twelve (12) months, is provided for in the applicable collective bargaining agreement. (b) For a Class 1 employee who quits (voluntarily decides to terminate employment) or who is discharged for cause, and for all covered Class 2 employees the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed actively employed by the employer for the purpose of determining employer payments due.
- (7) **Disabled Employees.** **Welfare Plan:** For disabled Class 1 employees who have passed the effective date of coverage specified in paragraph D below, in addition to the payment referred to in subparagraph (6), monthly payments will be due for the next three (3) consecutive months, unless a longer period, not to exceed twelve (12) months, is provided for in the applicable collective bargaining agreement. This subparagraph does not apply to Class 2 employees. **Disability Plan:** For disabled employees, the last payment is due on the first day of the month following the last month of active employment in accordance with your collective bargaining agreement.
- (8) **Retired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.
- (9) **Leave of Absence.** In the event a leave of absence is granted by the employer to a Class 1 covered employee, monthly payments may be continued for the employee during such a leave for a period not to exceed six (6) consecutive calendar months following the last month of coverage paid for as provided in either subparagraph (6) or (7) above. This paragraph does not apply to Class 2 employees.
- D. Effective Date of Coverage.** Provided that adequate contributions are received by the Fund, coverage will be effective on the first day of the month following the date of employment, unless the terms of the collective bargaining agreement clearly provide for a later commencement date for coverage for Class 1 employees. Class 2 employees may not have more favorable coverage commencement rules than Class 1 employees of the same employer. If the commencement date for Class 1 employees is later than the first day of the month following the date of employment, then Class 2 employees shall become covered on the first day of the month for which a contribution would be required on behalf of full-time Class 1 employees with the same dates of employment. Coverage for Class 1 owners will be effective as of the effective date of this Agreement and shall be effective for the duration of the owner's bargaining agreement unless the termination provisions of section C(6) apply. The Fund shall not be obligated to provide coverage for any month for which the employer has not paid the amounts required under this Agreement.
- E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not received on or before the twentieth (20<sup>th</sup>) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the employer fails to make the contributions required by this Agreement, the employer shall be responsible to the union and employees herein covered for the benefits which would have been provided for such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection, and shall likewise be subject to any grievance procedure in the collective bargaining agreement covering Class 1 employees.
- F. Changes in Benefits.** The Trustees are authorized to change the Plan's benefits from time to time, which in general will occur on the first day of September annually.

**G. Plan Documents.**

- (1) **Trust Agreement.** The undersigned employer understands that the Fund's Trust Agreement was entered into effective October 1, 1955. That Trust Agreement provides that an employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Trustees of the Fund. The undersigned employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of employer contributions.
- H. **Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of Class 2 employees who are not common law employees is legally permissible under the Taft-Hartley Act. The employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all Class 2 employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.
- I. **Successors.** If the employer's collective bargaining agreement covering its eligible Class 1 employees is binding on the employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 1st day July, 2021.

Firm Name National Aerospace Solutions, LLC Union IAM & AW, Local 1414

Authorized by:

(Print Name) Randy Long (Print Name) Pedro Mendez  
(Signature) Randy Long (Signature) P. Mendez

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above Agreement.

## SIGNATURE

In witness hereof, this instrument is executed by the authorized representatives of the Parties and reflects the Parties' agreements as delineated in the description of this Agreement on the cover page hereof to be effective as of July 1, 2021, at 2300.


### UNION

 8/24/2021  
Date  
Pedro Mendez  
Area Director, International Association of  
Machinist and Aerospace Workers, Local  
No. 1414

 8/14/21  
Date  
Paul Gracia  
Chief Shop Steward, International  
Association of Machinist and Aerospace  
Workers, Local No. 1414

 7/6/21  
Date  
Bob Dean  
Business Manager, International  
Brotherhood of Electrical Workers Local  
No. 1245

 7-1-2021  
Date  
Cruz Serna  
Business Representative, International  
Brotherhood of Electrical Workers Local  
No. 1245

 08.04.21  
Date  
Bart Aguirre  
Chief Shop Steward, International  
Brotherhood of Electrical Workers Local  
No. 1245

 8/2/2021  
Date  
Neffs Ash  
Business Representative, International  
Union of Operating Engineers, Local No. 3

 8.4.21  
Date  
Todd Fuller  
Chief Shop Steward, International Union of  
Operating Engineers, Local No. 3

### NATIONAL AEROSPACE SOLUTIONS, LLC

 8/26/21  
Date  
Richard Tighe, Ph.D.  
NAS General Manager

 8/24/21  
Date  
Walter Bishop  
NAS Deputy Manager, Mission Execution

 8/24/21  
Date  
Michael Hollowell  
NAS Functional Manager, Operations and  
Maintenance

 8/24/2021  
Date  
Randy Long  
NAS Manager, Labor Relations

 8/24/2021  
Date  
Jeff Johnson  
NAS Branch Manager, NFAC

## INDEX

Disability .....	2, 30-31, 43-44, 46
Grievances .....	4-9, 12, 14-15, 39, 53
Holidays.....	13, 25, 31-32, 43
Insurance.....	45-47
Job Posting.....	13-15
Leave of Absence.....	11-12, 15, 32
Leave Without Pay .....	18
Overtime.....	18-20, 22-27, 29-31, 37-38
Seniority .....	6, 10-18, 21, 29, 34, 42, 49, 50
Shift Differential .....	22, 38
Sick Leave.....	43-44
Vacation .....	13, 25, 30-35, 43
Wages .....	1, 3, 35-38
Work Shifts/Schedules .....	6, 19-28

### **Military Time**

<b>0100</b>	<b>1 a.m.</b>
<b>0200</b>	<b>2 a.m.</b>
<b>0300</b>	<b>3 a.m.</b>
<b>0400</b>	<b>4 a.m.</b>
<b>0500</b>	<b>5 a.m.</b>
<b>0600</b>	<b>6 a.m.</b>
<b>0700</b>	<b>7 a.m.</b>
<b>0800</b>	<b>8 a.m.</b>
<b>0900</b>	<b>9 a.m.</b>
<b>1000</b>	<b>10 a.m.</b>
<b>1100</b>	<b>11 a.m.</b>
<b>1200</b>	<b>Noon</b>
<b>1300</b>	<b>1 p.m.</b>
<b>1400</b>	<b>2 p.m.</b>
<b>1500</b>	<b>3 p.m.</b>
<b>1600</b>	<b>4 p.m.</b>
<b>1700</b>	<b>5 p.m.</b>
<b>1800</b>	<b>6 p.m.</b>
<b>1900</b>	<b>7 p.m.</b>
<b>2000</b>	<b>8 p.m.</b>
<b>2100</b>	<b>9 p.m.</b>
<b>2200</b>	<b>10 p.m.</b>
<b>2300</b>	<b>11 p.m.</b>
<b>2400</b>	<b>Midnight</b>

NOT SENSITIVE





NOT SENSITIVE

**Tikigaq Construction and International  
Association of Machnists and Aerospace  
Workers, Lodge No. 2515**

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**



**NATIONAL RADAR TEST FACILITY**

**And**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS (IAM)  
LODGE 2515**



**June 16, 2021 through June 16, 2024**

**NOT SENSITIVE**

## **TABLE OF CONTENTS**

PREAMBLE .....	1
RECOGNITION .....	1
ARTICLE I Work Subject to This Agreement .....	1
ARTICLE II Management Rights .....	2
ARTICLE III Subcontracting .....	2
ARTICLE IV Union Representation.....	3
ARTICLE V No Strikes or Lockouts.....	4
ARTICLE VI Employment Procedures/Nondiscrimination .....	5
ARTICLE VII Disciplinary Records .....	5
ARTICLE VIII Workday and Workweek.....	6
ARTICLE IX Shifts .....	7
ARTICLE X Shift Differential .....	9
ARTICLE XI Reporting Time and Minimum Pay .....	9
ARTICLE XII Recall and Call-In.....	9
ARTICLE XIII Overtime Pay.....	10
ARTICLE XIV Rest Periods .....	11
ARTICLE XV Grievance Procedure .....	11
ARTICLE XVI Arbitration Procedure.....	13
ARTICLE XVII Seniority and Government Security.....	14
ARTICLE XVIII Promotions .....	15
ARTICLE XIX Job Posting and Bidding .....	16
ARTICLE XX Job Classification .....	17
ARTICLE XXI Specialist .....	17
ARTICLE XXII Reduction in Force/Severance .....	18
ARTICLE XXIII Vacation .....	22
ARTICLE XXIV Personal Leave/Sick Leave .....	23
ARTICLE XXV Bereavement Leave .....	24
ARTICLE XXVI Leave of Absence.....	24
ARTICLE XXVII Military Leave.....	25
ARTICLE XXVIII Jury Duty Leave .....	25
ARTICLE XXIX Holidays .....	25
ARTICLE XXX Transportation.....	26
ARTICLE XXXI General .....	27
ARTICLE XXXII Special Premiums .....	28
ARTICLE XXXIII Substance Abuse Policy .....	28

ARTICLE XXXIV Department of Defense Orders and Directives.....	28
ARTICLE XXXV General Savings Clause.....	28
ARTICLE XXXVI Training.....	29
ARTICLE XXXVII Check-Off .....	29
ARTICLE XXXVIII Union Security.....	29
ARTICLE XXXIX Complete Agreement.....	30
ARTICLE XL Term of Agreement.....	30
Appendix A Wage Rates.....	31
Appendix B Health and Welfare.....	33
Appendix C Pension .....	37
Appendix D Overtime Distribution.....	39

## **PREAMBLE**

This Agreement is entered into this 16th day of June 2021, by and between Tikigaq Construction, LLC (Tikigaq), hereinafter referred to as the "Company," and the International Association of Machinists and Aerospace Workers (IAM), Lodge 2515, hereinafter referred to as the "Union." This Agreement shall apply to the Company's operations at the White Sands Missile Range (WSMR), National Radar Test Facility (NRTF).

The purpose of this Agreement is to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is expressly understood and agreed that in the event of termination of Tikigaq Construction, LLC's ("Tikigaq") NRTF subcontract and/or in the event of the termination of Tikigaq's services at NRTF, for which members of this bargaining unit are employed, Tikigaq will no longer be bound by the terms of this Agreement effective as of the date of termination of said contract.

## **RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the collective bargaining unit engaged in technical, logistical, operations, and maintenance support services for the U.S. Air Force, U.S. Government programs at the NRTF, New Mexico, and such remote locations and assignments as may be directed by the Government that were certified by the National Labor Relations Board Case No. 28-RC-2458, dated February 2, 1973, excluding those office clerical employees who are secretaries to Supervisors, Department Managers, and Program Manager. Those employees in the bargaining unit defined above shall be governed by the wage rates, fringe benefits, and other working conditions as expressed and agreed herein. Also excluded employees are Guards, Firemen, Executives, Professional and Administrative employees and Supervisors as defined in the National Labor Relations Act, as amended.

This Agreement shall cover all future plants or sites or extensions of the existing plant which the Company may operate during the term of this Agreement, provided such plants, extensions, or sites are directly related to operations of the NRTF and are located on the White Sands Missile Range.

## **ARTICLE I**

### **Work Subject to This Agreement**

The work subject to this Agreement shall be that work done at the NRTF by employees represented by the Union.

The Union recognizes that it may be necessary from time to time for the Company to assign nonbargaining unit employees to perform the work done by bargaining unit members. In such event, the Company shall initiate a meeting with the Chief Steward in a timely manner to explain the necessity of the assignment. It

is not the Company's intent under this article to displace bargaining unit members, erode the bargaining unit, or assign Union work without justification.

## **ARTICLE II Management Rights**

**SECTION 1.** Except as specifically provided in this Agreement, all management rights, power, authority, and functions, regardless of the frequency or infrequency of their exercise, shall remain vested in the Company. It is recognized that such rights, power, authority, and functions include, but are not limited to, the full and exclusive control, management, and operation of the business, the determination of the scope of its activities, business to be engaged in and all matters pertaining thereto, the location of such business or businesses, the materials and products to be acquired or utilized and the machinery and equipment to be utilized and the layout thereof; the right to establish or change shifts, schedules of work and production schedules and standards, the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions, job duties and functions; the right to introduce new or improved procedures, methods, processes, facilities, machines, and equipment or to make technological changes, the right to maintain order and efficiency; the right to contract for or subcontract any work; the determination of the number, size and location of its business operations or any part thereof and the extent to which, the means and manner by which its business or any part thereof shall be operated, relocated, shut down or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer the business or any part thereof, the right to make and enforce safety and security rules and rules of conduct; the determination of the number and identity of employees, the assignment of duties thereto, and the right to change, increase or reduce the same; the direction of the work force, including but by no means limited to hiring, selecting, and training of new employees, and suspending, scheduling, assigning, discharging for just cause, laying off, recalling, promoting, demoting, and transferring of its employees.

**SECTION 2.** It is the intention of the Company and the Union that the rights, powers, authority, and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered or limited by express provisions of this Agreement. In exercising its rights, the Company will not violate this Agreement.

## **ARTICLE III Subcontracting**

**SECTION 1.** The Company agrees that during the term of this Agreement it will not subcontract work of the kind and character performed by the bargaining unit for the purpose of laying off or eroding the bargaining unit.

**SECTION 2.** It is the intention of the Company to engage in subcontracting work where the Company determines that such work cannot be effectively and economically performed by its own employees due to lack of time, skills, tools, equipment, facilities or manpower.

**SECTION 3.** This Article has no effect, nor is intended to affect those situations whenever the Government or customer, as opposed to the Company, expressly directs the Company to subcontract out work which is normally performed by bargaining unit employees, or such as that covered by public law.

**SECTION 4.** The Company agrees that it will notify the Union office (full-time Union representative) in writing of those situations when the Company plans to subcontract work (with a copy of Purchase Requisition [PR] submitted to the Chief Steward). The Company will discuss with the Union the impact surrounding the need to subcontract any bargaining unit work.

## **ARTICLE IV Union Representation**

**SECTION 1.** The Union shall promptly advise the Site Manager in writing of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of appointment.

**SECTION 2.** The scope of the Steward's activities on Company time shall be limited to the following:

- A. To consult with an employee regarding the presentation of a request concerning this Agreement, complaint, or grievance when the employee desires them to be present.
- B. To investigate a complaint or grievance of record before presentation to the appropriate supervisor.
- C. To present a request concerning this Agreement, complaint, or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- D. To meet with an appropriate supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.
- E. Each new employee covered by this Agreement shall be introduced to the Union's Chief Steward by the Supervisor in the activity to which such employee is first assigned within five (5) working days.

**SECTION 3.** Stewards shall be working employees selected by the Union who shall, in addition to their regular duties, be permitted to perform during working hours such of their steward's duties as cannot reasonably be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Company agrees to allow stewards a reasonable amount of time for the performance of such duties.

**SECTION 4.** Three (3) stewards shall be designated by the Union, one (1) for the Engineering Technicians section and two (2) for the RAMS site. In addition to those designated above, the Chief Steward shall be designated and assigned to the RAMS facility for the duration of his term in office. Deviations from this requirement may be entered into upon mutual agreement between the Company and the Union. Alternate stewards may be designated to act in the absence of the elected stewards.

**SECTION 5.** A Steward shall secure permission from his supervisor before leaving his workstation, reporting back to his supervisor upon return to his workstation. Permission will be granted unless operational activities are affected. Upon entering the work area of another supervisor's responsibility, the Steward will contact the supervisor before attempting to contact any employee.

**SECTION 6.** Shop Stewards have no authority to take strike action, or any other action interrupting the Company's business. The Company recognizes these limitations upon the authority of the Shop Steward and shall not hold the Union liable for any unauthorized acts, subject to the provisions of Article VI, No Strikes or Lockouts, of the Agreement. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event a Shop Steward has taken unauthorized strike action, slowdown, work stoppage, or other actions in violation of this Agreement.

**SECTION 7.** It is agreed that the Company shall not be required to pay an employee for any time that they are taken away from their work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.



**SECTION 8.** The accredited full-time representative of the Union shall have access to areas of the Company's facilities where employees in the bargaining unit are assigned, to the extent Government or customer regulations permit. Such visits shall be during normal duty hours to visit the Company's duly designated representatives for the purpose of investigating grievances or other legitimate business concerning labor relations matters.

**SECTION 9.** It is agreed that the Union will be permitted to post on bulletin boards provided by the Company:

- Notices of Union recreational affairs.
- Notices of Union elections and election results.
- Notices of Union appointments.
- Notices of Union meetings.

**SECTION 10.** The Union shall not be permitted to post any document containing any inflammatory, scurrilous, or intemperate language or any language derogatory to the Company or its employees or in any way reflecting upon the Company or any of its employees.

**SECTION 11.** In order to ensure the orderly administration of the terms of the Labor Agreement during periods of reduction in force, the employee designated as Chief Steward shall be considered the most senior employee within his labor grade and his job classification, so long as they have the ability and experience to perform the remaining work.

**SECTION 12.** The Union is authorized to conduct steward elections onsite with the understanding that such elections do not interfere with the performance of the employee's duties.

**SECTION 13.** The Chief Steward may request being placed on any populated scheduled work shift in order to address mutual concerns of the Company and the Union. The request will be honored if it does not interfere with operational requirements. Such reassignment shall not result in any pay penalty to the Company.

## **ARTICLE V**

### **No Strikes or Lockouts**

**SECTION 1.** It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and the various missions of the National Radar Test Facility (NRTF), and that efficient and uninterrupted services must be furnished to those agencies who have need of and make use of the capabilities of NRTF. Therefore, the parties agree that during the term of this Agreement:

**SECTION 2.** The procedure provided for herein in the settlement of grievances shall serve as means for peaceful settlement of all disputes that may arise between the parties.

**SECTION 3.** Neither the Union, its officers, or agents shall authorize, encourage, or sanction a strike, sympathy strike, sit down, work stoppage, stay-in, slow down, refusal to work, picketing, or any other action which would interrupt or interfere with any of the operations of the NRTF.

**SECTION 4.** Any employee or employees, individually or collectively, who shall cause or take part in any violation of this Article may be disciplined or discharged by the Company.

**SECTION 5.** In the event of a violation of this Article, the Union, its officers, or agents agree that it will use its best efforts to end such prohibited conduct, utilizing every possible means to include:

- A. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any prohibited conduct.
- B. Notification to all employees that such prohibited conduct is unauthorized and in violation of the Agreement.
- C. Requesting those violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.

**SECTION 6.** The Company agrees that it will not engage in any lockout of its employees.

**SECTION 7.** Violation of this article and any liability resulting there from shall not be excused or forgiven because the Union is engaged in any form of lawful or unlawful strike or other coercive activity against any other Company or installation of the WSMR, NRTF, or against any other employers or persons having business or activity at these areas, nor because the employees covered by this Agreement engaged in any form of conduct prohibited by this article in support of or in sympathy with employees of any other employer who may be engaged in a strike or other form of coercive activity at these locations.

## **ARTICLE VI**

### **Employment Procedures/Nondiscrimination**

**SECTION 1.** The Company and the Union recognize that they are required by law not to discriminate against any applicant or employee for employment because of race, age, religion, creed, color, national origin, sex, genetics, sexual orientation, gender identity, veteran status, disability or any other category protected by law, or union membership or nonmembership, and hereby declare their acceptance and support of such laws. The parties also agree to comply in all respects with all applicable laws and Executive Orders regarding nondiscrimination.

**SECTION 2.** The Company shall be the sole judge as to the competence or relative competence of all applicants, and the Company may reject any job applicant. The Company retains complete rights to determine eligibility for employment for all job applicants and the right to conduct necessary screening to determine eligibility.

**SECTION 3.** The Company will notify the Union upon hire of any new employee covered by this Agreement.

## **ARTICLE VII**

### **Disciplinary Records**

Records of warning and discipline shall not be used as a basis for further progressive discipline after twelve (12) months of occurrence unless there is a continuing history of the same or similar violations by the individual over a period of years. Such records may be removed from the employee's personnel file after twenty-four (24) months. The Company will normally follow the progressive disciplinary steps outlined below to give an employee notice that there is a problem with his/her conduct or performance which, if not corrected, may necessitate progressive steps up to and including termination of employment. More serious violations (i.e. fighting, fraud, theft, safety or security violations, insubordination, etc.) on a case-by-case review of the specific situation, may be determined by the company that an employee's conduct and/or performance warrants bypassing any or all steps of the progressive discipline process.

**Steps:**

1. Documented Verbal Reprimand
2. Written Reprimand
3. Written/Suspension (1-3 days, up to 5 days for more egregious violations)
4. Termination

**ARTICLE VIII Workday  
and Workweek**

**SECTION 1.** The workday shall begin at 12:01 a.m., and shall end at 12:00 midnight.

**SECTION 2.** The workweek shall begin at 12:01 a.m. Monday, and shall end at 12:00 midnight the following Sunday.

**SECTION 3.** The regular workday for employees will consist of eight (8) consecutive hours of work exclusive of an unpaid meal period.

**SECTION 4.** The regular workweek for employees will consist of any five (5) workdays, normally during the period Monday through Friday, with two (2) consecutive days off.

**SECTION 5.** The alternate workweek, which may be established at the discretion of the Company, will consist of either the 4 (10) or 9/80 work schedule. This will include either a ten (10) or appropriate 9/80 workday exclusive of an unpaid meal period.

**SECTION 6.** The 4 (10) workweek for employees will consist of any four (4) workdays, normally during the period of Monday through Friday, with three (3) consecutive days off.

**SECTION 7.** Should a workweek as noted in Section 4 or 6 above be scheduled to include Saturday or Sunday at straight time, a premium of \$1.50 per hour will be paid for all hours worked during the week.

**SECTION 8.** The workdays noted in Sections 3 and 5 above are understood to include one half (1/2) hour paid travel time each day worked.

**SECTION 9.** For the purposes of Sections 4 and 6 above, Monday and Sunday will be considered consecutive days off. Sunday is always the last day of the workweek.

**SECTION 10.** For the purposes of this Article and for determining the appropriate rate of pay, that portion of a night shift, which is actually worked on the calendar day preceding the calendar day on which the particular night shift occurs, shall be considered as having been worked on the calendar day on which the graveyard shift occurs. In further clarification of the above, if Monday morning night shift begins at 8:00 p.m. Sunday night, the four (4) hours of work performed on Sunday between 08:00 p.m. and midnight shall be considered as having been performed on Monday.

Further, that portion of an evening shift or alternate night shift, which is actually worked on the calendar day following the calendar day on which the particular evening shift or alternate night shift commenced, shall be considered as having been worked on the day on which the evening shift or alternate night shift commenced.

**SECTION 11.** Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours of work per day or of days of work per week.

**SECTION 12.** All pay computations are based on the workday noted in Section 1 and the workweek noted in Section 2 of this Article, regardless of which shift or which workdays are the assigned shifts and workdays for the individual employee.

**SECTION 13.** The Company will provide employee(s) with two (2) working days' notice prior to assigning employee(s) to a change in their assigned workweek. If the required notice is not provided, the employee shall be paid at his time and one-half (1-1/2) rate for all hours worked until the two (2) full days' notice has been met. For example, for a Monday through Friday schedule, notice before the end of the shift on Thursday is defined as meeting the notice requirement.

Once a workweek change notice has been posted, the Company has until the end of the business week to cancel it. If the workweek change is made after the end of the business week (last shift worked in the week), any work performed by affected employees on the first workday of the workweek for which the workweek change had originally been posted shall be paid at the time and one-half rate. This penalty may be waived by mutual agreement between the Company and the Union.

**SECTION 14.** In the event a Sunday night shift commences before 10:00 p.m. on the employee's second (regular workweek) scheduled day off, any time worked prior to that time shall be paid at the employee's double-time rate. For example, should it be necessary to commence a night shift at 8:00 p.m. on a Sunday, and that is the second scheduled day off for an employee assigned to a regular workweek, that employee shall receive double-time for the time worked between 8:00 p.m. and 10:00 p.m. on the first Sunday night starting the alternate work week shift change only.

**SECTION 15.** An employee may request permission to work a special workweek at his convenience for bona-fide reasons with Management's approval. The parties recognize that during the term of this Agreement that the Company may authorize special workweeks for the convenience of individual employees. Such schedules may include, but are not limited to, shorter or longer workweeks or workdays. The Company and the Union must reach mutual agreement on any such special workweek or workday prior to its implementation.

## **ARTICLE IX**

### **Shifts**

**SECTION 1.** The Company may establish and work a single shift system or multiple shift system, on either a five day, 8 hour (5/8), a 9/80 schedule, or 4 day, 10 hour (4/10) schedule for any portion of the work covered by this Agreement. Starting times and assignment to shifts are the exclusive function of management and shall be made whenever required.

**SECTION 2.** The starting time for the day shift will normally be 0730, the starting time for the evening shift will normally be 1530, and the starting time for the night shift will normally be 2330, however, in order to meet operational schedules and customer requirements, it may be necessary to assign employees to work schedules other than those defined herein. If it becomes necessary to implement any other schedules, the Company will meet with the Union to discuss establishing such shifts.

**SECTION 3.** The parties recognize the importance to the defense effort of the work being performed under the terms of this Agreement, and the Company agrees that, consistent with meeting range and mission requirements, every reasonable effort will be made to arrange work schedules so that a maximum number of employees will be assigned to Monday through Friday shifts.

**SECTION 4.** Day shift is defined as any shift commencing between the hours of 0500 and 1159.

**SECTION 5.** Evening shift is defined as any shift commencing between the hours of 1200 and 1959.

**SECTION 6.** Night shift is defined as any shift commencing between the hours of 2000 and 0459.

**SECTION 7.** When so elected by the Company, evening and night shifts may be scheduled, provided:

- A. Such shifts shall continue for a minimum of five (5) consecutive work days, or four (4) consecutive workdays, depending on the assigned workweek.
- B. Employees initially assigned to such shifts shall be continued in such assignments for a minimum of five (5) consecutive workdays, or four (4) consecutive workdays, depending on the assigned workweek.

**SECTION 8.** The Company shall notify an employee before the end of his last work period of any change in the starting time of a shift to which the employee is assigned. Shift starting times may be modified as required to meet specific operational or programmatic needs of the customer.

**SECTION 9.** Employees will be provided a meal period on their own time and without pay. Normal meal periods will be taken between three and one-half (3 1/2) and five and one-half (5 1/2) hours after the beginning of their shift for 5/8 and 9/80 shifts and four and one half (4 1/2) and six and one half (6 1/2) for 4/10 shift. The lunch period shall be no more than one (1) hour, as determined by the Company.

Employees whose meal periods are interrupted, at management direction due to emergency conditions, will be allowed to resume their lunch following the interruption until the remainder of their normal meal period is achieved. Employees who are unable to take the normal meal period due to continuing work requirements will be provided a thirty (30) minute paid meal period beginning not later than five and one-half (5 1/2) hours after the beginning of their shift for 5/8 and 9/80 shifts and six and one half (6 1/2) for 4/10 shift. If a paid lunch period is not afforded due to continuing work requirements, the employee will be paid an additional thirty (30) minute period at the appropriate overtime rate.

**SECTION 10.** The Company will designate a fifteen (15) minute break period each half of the work shift, which may be taken without loss of pay for the purpose of relaxation. Rest periods may be taken at the place of work. The designated breaks may be deviated from due to emergency conditions or mission requirements, but will be taken as soon as possible.

**SECTION 11.** Before the end of the shift, employees may normally be allowed five (5) minutes of personal clean-up time. All employees shall work at their regular operations up to the time the clean-up period begins. Personnel working in the pit areas will be allowed ten (10) minutes of clean-up time, not inclusive of travel time. It is understood that to allow for proper shift tie-in, the ten (10) minute clean-up time may not always be possible.

**SECTION 12.** The Company will provide employee(s) with two (2) working days' notice prior to assigning employee(s) to a change in their assigned shift. If the required notice is not provided, the employee shall be paid at one and a half times his base rate for all hours worked until the two (2) full days' notice has been met. For example, for a Monday through Friday schedule, notice before the end of the shift on Thursday is defined as meeting the notice requirement. (see ARTICLE VIII Section 13)

Once a shift change notice has been posted (on the bulletin board in hard copy), the Company has until the end of the business week to cancel it. If the shift change is made after the end of the business week (last

shift worked in the week), any work performed by affected employees on the first work day of the work week for which the shift change had originally been posted shall be paid at the time and one-half rate. This penalty may be waived by mutual agreement between the Company and the Union.

## **ARTICLE X Shift Differential**

**SECTION 1.** Any work shift with a starting time between 2000 hours and 0459 hours the following day shall be defined as a night shift. Any work shift with a starting time between 0500 hours and 1159 hours shall be defined as a day shift. Any work shift with a starting time between 1200 hours and 1959 hours shall be defined as an evening shift.

**SECTION 2.** An employee shall receive the shift differential applicable to the shift to which they are regularly assigned for all work performed while they are so assigned. The applicable shift differential will be paid on all hours worked.

**SECTION 3.** Employees regularly assigned to a shift beginning between the hours reflected below will be paid shift differential as follows:

Evening	1200 hours to 1959 hours	\$1.95/hour
Night	2000 hours to 0459 hours	\$2.25/hour

## **ARTICLE XI Reporting Time and Minimum Pay**

**SECTION 1.** An employee reporting for work at his scheduled starting time shall receive pay for eight (8) straight-time hours if assigned to the regular workday, nine (9) straight-time hours if assigned to the alternate work schedule and ten (10) straight-time hours if assigned to the alternate workday unless notified before the end of his last work period not to report for work or unless the employee fails to complete his shift as assigned by the Company.

**SECTION 2.** The provisions of Section 1 above will not apply to an employee who reports for work in an unfit condition, is unable to perform said work for some other reason which is his own responsibility, or who chooses to utilize paid or unpaid leave for some portion of the shift.

## **ARTICLE XII Recall and Call-In**

**SECTION 1.** When an employee has completed their scheduled shift and has been relieved for the day and has left the Company's premises and is recalled on the same day, or is called in prior to their next scheduled work day, the employee will be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate. If the employee works more than three and one-half (3.5) hours, the employee will be entitled to four (4) hours pay at the appropriate overtime rate plus one (1) hour of travel time premium pay at the employee's effective hourly rate. For example, if an employee works two (2) hours, the employee will be entitled to four (4) hours pay at the appropriate overtime rate. If the employee works three and one-half (3.5) hours or more, the employee will be entitled to four (4) hours plus actual time worked beyond the four (4) hours at the appropriate overtime rate plus one (1) hour of travel time premium pay at the employee's effective hourly rate. This provision only applies to hours outside of a normal shift.

**SECTION 2.** When an employee has been relieved from work and has left the company premises, and is on a scheduled day(s) off and recalled to work, the employee will be guaranteed a minimum of eight (8) hours pay at the appropriate overtime rate.

**SECTION 3.** An employee shall not be required to stand-by to be called to work after the completion of his regular shift.

**SECTION 4.** If an employee is contacted in his off-duty hours by salaried supervision and asked for technical advice, they will be entitled to a minimum of one hour's pay at the straight-time rate.

### **ARTICLE XIII Overtime Pay**

**SECTION 1.** Overtime shall be paid at the rate of time and one-half the straight-time hourly rate for the following:

- A. For employees assigned to the regular five, eight hour day workweek, all hours worked in excess of eight (8) in any workday, except as provided in Section 2 below.
- B. All hours worked in excess of forty (40) hours in any workweek.
- C. For employees assigned to the alternate schedule of four, ten hour days, all work in excess of ten (10) hours in any workday, except as provided in Section 2 below.
- D. All hours worked on the employee's first scheduled day off for those on the regular five day workweek. All hours worked on the first or second scheduled day off for those employees on the alternate workweek.
- E. All hours worked on holidays. (This does not include holiday pay as provided for in Article XXIX Holidays.)
- F. For employees assigned to the alternate schedule of 9/80, all work in excess of the Monday-Thursday nine (9) hour day or Friday eight (8) hour day, except as provided in Section 2 below. Also for first and/or second day off depending on workweek.

**SECTION 2.** Overtime shall be paid at the rate of double the straight time hourly rate for the following:

- A. For employees assigned to the regular five, eight hour (5/8) day workweek, all hours worked on the second scheduled day off in any workweek.
- B. For employees assigned to the alternate schedule of four, ten hour (4/10) days, all hours worked on the third scheduled day off in any workweek.
- C. All hours worked in excess of twelve (12) hours in any workday.
- D. For employees assigned to the alternate schedule of 9/80, all hours worked on the second or third scheduled day off depending on the workweek.

**SECTION 3.** All overtime shall be paid in segments of one-quarter (1/4) of an hour. In no case shall overtime accrue on overtime.

**SECTION 4.** Overtime work shall be distributed on an equitable basis within a work unit and to the employees from the shift where overtime is required, in accordance with the Memorandum of Agreement established between the Company and the Union on overtime distribution.

#### **ARTICLE XIV Rest Periods**

**SECTION 1.** Employees shall be given a rest period of not less than ten (10) hours between the end of hours worked on an overtime assignment resulting from an extension of a regular shift, and the commencement of another straight time shift, except in case of emergency.

**SECTION 2.** If, in order to comply with Section 1 above, it is necessary to delay the employee's starting time, it is agreed the Company shall have the right to change the starting time of the employee without penalty.

**SECTION 3.** If an employee is not given at least a ten (10) hour rest period, as noted in Section 1 above, such employee shall remain on the same premium rate as they were receiving when they were relieved from the preceding shift until such time as the full ten (10) hour rest period is provided.

**SECTION 4.** Following a call-in, the employee shall have the option of waiving the rest period requirement and working his normal shift for straight time or reporting to his normal shift after satisfying the rest period requirement and working the remainder of his normal shift. The employee will also have the option of taking his regular shift off without pay or utilizing his own vacation or personal leave. Should the employee be required by the Company to report to work at his normal shift starting time before the completion of his rest period, they shall be paid at their double-time rate until the rest period has been satisfied. In the alternative, subject to authorization of a salaried supervisor, the employee may be allowed to complete an eight (8) or ten (10) hour work period as appropriate, during his call-in, in lieu of reporting back on his normal shift.

#### **ARTICLE XV Grievance Procedure**

**SECTION 1.** A grievance shall be limited and only defined as a dispute regarding the interpretation and/or application of the provisions of this Agreement arising during the term of this Agreement filed by the Union signatory to this Agreement or by an employee covered by this Agreement alleging a violation of terms and provisions of this Agreement. However, disputes specifically excluded in other articles of this Agreement from the Grievance procedure shall not be construed as within the definition set forth above and shall not be handled in accordance with this procedure. It is agreed that such excluded disputes are not grievable or arbitrable under the terms of this article or under this contract.

**SECTION 2.** Any employee feeling they have been aggrieved by a violation of any of the specific, but not implied, terms of this Agreement should meet with his Steward first, then the employee will make every effort to resolve the grievance directly with his supervisor. They may have their Steward present if they so desire.

**SECTION 3.** In the event a grievant fails to present his grievance to the Company within five (5) working days after the occurrence of said grievance, then in that event, the grievance shall be considered as having been settled, and no further action can be taken thereon.



**SECTION 4.** The Company desires that unfairness to its employees shall not exist and all grievances shall be settled, whenever possible, with the supervisor involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances.

**SECTION 5.** First Step: Oral. Any grievance which an employee or the Union may have with the Company with respect to wages, hours, or other conditions of employment shall be discussed by the employee with such employee's supervisor in an attempt to settle the matter. The Union Steward may be present at the time of discussion at the election of the employee.

**SECTION 6.** The supervisor shall give an oral answer immediately, if possible, but in no event later than five (5) working days after the discussion. If the oral answer, remedy, or correction requested does not settle the issue, the employee and/or Steward may proceed with the matter to the written step.

**SECTION 7.** Second Step: Written. Within five (5) working days after receipt of the oral answer, the employee and/or Steward may present the grievance in writing to the Site Manager or his designee. Such written grievance shall set forth a statement of the grievance, the facts on which it is based, the date of the occurrence, the specific article or articles of the Agreement allegedly violated, and the remedy or correction requested.

**SECTION 8.** Within five (5) working days after receipt of the written grievance, the Site Manager or his designee shall render his decision in writing to the Chief Steward and the employee. If the written answer, remedy, or correction requested does not settle the issue, the employee and/or Chief Steward may proceed to the third step.

**SECTION 9.** Third Step. If a grievance is not satisfactorily settled as outlined in Sections 7 and 8 of this Article above, the grievance may then be appealed in writing to the Program Manager, no later than five (5) working days after receipt by the Chief Steward of the decision rendered in Section 8 of this Article hereof. Otherwise, such decision shall have no further recourse.

**SECTION 10.** Within five (5) working days after receipt of the written appeal, the Program Manager shall contact the full-time Union Representative to schedule a meeting for the purpose of attempting to resolve the matter and render a written settlement thereon.

**SECTION 11.** If any grievance arising out of interpretation of an alleged violation of the terms and conditions of this Agreement is properly processed according to the grievance procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in this Agreement, provided such written notice of appeal is filed by the Union with the Program Manager no later than ten (10) working days after receipt by the Union representative of the decision rendered pursuant to Section 10 of this Article, otherwise such decision shall be final and the employee shall have no further recourse.

**SECTION 12.** The time limits contained in this Article are to be strictly enforced. Any grievance shall be considered null and void if not filed and/or processed by the Union or the aggrieved employee in strict accordance with the time limitations set forth in this Article unless these time limitations have been expressly extended or waived in writing by the Company and the Union. There shall be no recognition by the arbitrator of a continuing grievance so as to frustrate the intent of strict adherence to the time limitations set forth in this Article.

**SECTION 13.** At any step in the grievance procedure, the Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Union such grievance or dispute lacks merit or lacks

justification under the terms of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.

**SECTION 14.** It is understood and agreed that an employee covered hereby may be represented by his Shop Steward, the Chief Steward, or other duly appointed official of the Union, at any and all conferences with the Company arising from the processing of any formal grievance hereunder, provided, however, that such representation shall be limited at any one time to no more than two (2) Stewards who are employed by the Company and on Company time.

**SECTION 15.** Once a grievance has been formally presented in writing in accordance with this Article, it is agreed that the Company will not conduct further discussion of the grievance with the employee unless the Shop Steward is present.

**SECTION 16.** A grievance challenging an employee's discharge for cause shall be presented in writing directly to the Program Manager and taken up as provided in Section 9 above. No such grievance shall be considered unless submitted within five (5) working days from the date of such discharge.

## **ARTICLE XVI**

### **Arbitration Procedure**

**SECTION 1.** Those grievances which clearly involve an alleged violation of a provision of this Agreement or an allegation that has not been properly interpreted or applied, may be carried beyond the grievance procedure into arbitration under this Article. Either the Union or the Company may request arbitration of such a grievance in writing at any time during a period of ten (10) working days following the last step of the grievance procedure. Upon such timely request, the arbitration shall proceed as follows:

**SECTION 2.** The Company and the Union shall select an arbitrator from a list of seven (7) to be provided by the Federal Mediation and Conciliation Service by alternately striking names from the list until only one (1) remains. The arbitrator thus chosen shall decide the matter and his decision shall be final and binding upon all parties. The arbitrator shall have no authority to alter, add to, or ignore the terms negotiated into this Agreement. The arbitrator shall be limited to finding the facts and to applying them to the terms of this Agreement. In any arbitration hearing concerning the discipline and/or discharge of an employee, the arbitrator's sole authority shall be to determine if the employee committed the act or infraction alleged by the Company. The arbitrator shall base his ruling on a preponderance of the evidence. The arbitrator shall have no authority to modify the standard of proof required to anything other than a preponderance of the evidence. The expenses of arbitration, including the arbitrator's fee and expenses, and the cost, if any, for the facilities in which the hearing is held, shall be borne equally by the Company and the Union. If a court reporter is used, the Union agrees that it will share the cost equally with the Company if the Union wants a copy or exercises its right to a copy of the transcript. All expenses incurred by either party in the preparation or presentations of their case are to be borne solely by the party incurring such expense.

**SECTION 3.** Except as provided in this Agreement, in no event shall the Company be penalized or in any way liable for monetary damages prior to the five (5) work days preceding the submission of the grievance to the Management.

**SECTION 4.** The parties will jointly submit a signed statement setting forth the issue or issues to be decided by the arbitrator, the specific contract violations, and the remedy sought. The issue or issues shall be the sole matter to be decided by the arbitrator. Should the parties fail to agree upon the issue, each party may submit a separate statement of the issue it considers to be in dispute, and the arbitrator shall determine at or before the hearing the issues to be arbitrated.

**SECTION 5.** The arbitrator shall render his decision within 30 days of the close of the arbitration hearing or receipt of post-hearing briefs, if submitted. The arbitrator's decision of award shall be in writing and should reveal the reasoning and grounds on which it is based.

**SECTION 6.** The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Evidence may be presented either orally or in writing or both.

## **ARTICLE XVII**

### **Seniority and Government Security**

**SECTION 1.** New employees and those hired after a break in continuous service, regardless of classification, shall be considered to be on probation for a period of sixty (60) calendar days from the date of hire. An employee not receiving a clearance by the sixtieth (60th) calendar day will be moved into a provisional or probationary status until such clearance is received. While the employee is in provisional status, the Company may reassign or discharge such an employee, and such action shall not be subject to the grievance procedure. The Company will notify the Chief Steward in writing of such action.

**SECTION 2.** The sixty (60)-day probationary period may be extended by mutual agreement between the Company and the Union. During the Company probationary period an employee may be discharged or disciplined at the Company's option without recourse to the grievance and arbitration procedure as provided in Article XV, Grievance Procedure, and Article XVI, Arbitration Procedure, of this Agreement.

**SECTION 3.** The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and that security is vital to the Company and the Union in carrying out their part in the defense effort. Nothing in the Agreement shall require the Company to employ, continue to employ, or to grant access to any of its facilities or work locations any person to whom a cognizant Government agency refuses access or denies a clearance. It is understood that all employees must be able to obtain and maintain a security clearance to a level commensurate to their duties. Whenever possible, such employees will be reassigned in accordance with their clearance status. It is mutually agreed between the Company and the Union that such an employee shall be subject to any action, including but not limited to discharge, which the Company considers necessary for security reasons.

**SECTION 4.** In the event that a review duly made by an appropriate Government authority reveals that a mistake was made in the initial action taken by the Government agency that refused access or denied clearance, and such office notifies the Company in writing of the mistake within six (6) months of the initial occurrence, the discharged employee shall be offered reinstatement in accordance with his accumulated seniority. All seniority, vacation, and sick leave accrual rates shall be restored to them as if they had never left employment. It is understood that the Company is only to be held liable for the items listed in this paragraph.

**SECTION 5.** For purposes of this Agreement, site seniority is defined as the length of an employee's continuous service within the IAM Bargaining Unit at NRTF, and has no relation to longevity of employment with any specific company or employer. Site seniority shall be exercised for the purposes of promotion, reduction in force and recall only. To clarify, an employee hired as a temporary employee, but later reclassified to regular status with no break in service, shall have the date of hire as his seniority date.

**SECTION 6.** The Company shall maintain a combined seniority list of all employees covered by this Agreement listing name, seniority date, and job classification. Such seniority list shall be utilized in regards to promotions, reductions in force, training and job bidding. The seniority list shall be made available to the Chief Steward as required.

**SECTION 7.** Seniority shall be broken and employees shall have their names stricken from the seniority list under any of the following circumstances:

- A. Discharge for just cause.
- B. Resignation.
- C. Failure to comply with the reduction and restoration of force provisions of this Agreement.
- D. Failure to be recalled within eighteen (18) months after such lay-off.
- E. Failure to report for work upon expiration of an approved leave of absence.
- F. Accepting other employment without approval of the Company while on an approved leave of absence.
- G. Unexcused absence from work for a period of three (3) consecutive workdays.
- H. Retirement of an employee in accordance with the Company's established retirement policy.
- I. Release from employment due to inability to secure or retain a security clearance at the appropriate level.
- J. Failure to return to the active payroll within twelve (12) months following a release from employment for medical reasons.

**SECTION 8.** When two or more employees commence accrual of seniority on the same date, a lottery of their choice will be held within five (5) workdays to determine the most senior.

## **ARTICLE XVIII**

### **Promotions**

**SECTION 1.** A promotion means the advancement of an employee from one job classification to another with a higher labor grade.

**SECTION 2.** The most senior employee within the next lower job classification who meets the requisites for a particular vacancy will be afforded the opportunity to demonstrate his abilities to perform the duties of the job classification.

**SECTION 3.** When an employee qualifies for a promotion, he will be given thirty (30) working days of on the job training followed by thirty (30) working days on the job in which to demonstrate his ability, and will be paid at the applicable rate during this period.

**SECTION 4.** If the employee is unable to demonstrate his abilities to perform the duties of the job classification, they will be returned to their previously held position and pay rate; and the next most senior employee who meets the requisites will be given the same opportunity afforded the first employee.

**SECTION 5.** An employee will be reclassified to the promoted job classification on the first day after successful completion of the demonstration period. Promotions will be posted within three (3) days after successful completion of the qualifying period.

**SECTION 6.** In order to qualify for a promotion, an employee must meet the basic job requisites or equivalencies for the position.

The minimum work experience or education qualifications established on a job requisite can be substituted as follows:

- A. Work experience in a specified field is equal to a one year for one year ratio; i.e., one year in a specific field is equal to one year work experience in a specific field.
- B. Work experience in a related field is equal to work experience in a specific field on a two year for one year ratio; i.e., two years in a related field is equal to one year in a specific field.
- C. Technical education or training in a specific field is equal to work experience in a specific one year to one year ratio; i.e., one year of technical school in a specific field is equal to one year of work experience in a specific field.
- D. Technical education or training in a related field is equal to work experience in a specific field on a two for one ratio, i.e., Two years of technical school in a related field is equal to one year of work experience in a specific field.
- E. Correspondence and college courses are to be evaluated separately for subject material equivalency in relation to the job classification.
- F. All employees may be required to take a trade proficiency test for promotion. The test will be jointly agreed to and administered by the Union and the Company.

**SECTION 7.** Requisites are the minimum qualifications established by the Requisites Committee as minimum prerequisites for job classification.

**SECTION 8.** These requisites will be developed by the Requisites Committee, which consists of two (2) members from the Company (one being the Program Manager) and two (2) members from the Union (one being the full-time Business Representative).

## **ARTICLE XIX**

### **Job Posting and Bidding**

**SECTION 1.** All job vacancies will be posted for four (4) working days in order for employees to make applications in writing to their supervisor. Bids received after closing dates will not be considered.

**SECTION 2.** Temporary vacancies expected to be of not more than sixty (60) calendar days need not be bid. The Company will notify the Chief Steward concerning such vacancies.

**SECTION 3.** The Company reserves the right to cancel any posted job notice prior to the vacancy being awarded. The Company will notify the Chief Steward as to the reason for not filling any vacancy.

**SECTION 4.** Employees desiring to bid on a posted job will submit one (1) copy of a Job Opportunity Bid Form to the Company. The Company will return one copy as a receipt of bid.

**SECTION 5.** In the event there is no successful bidder for a vacancy, the Company may, at its option, train the senior unsuccessful bidder to meet the minimum job qualifications.

**SECTION 6.** Employees may not bid for a lateral or lower rated job classification unless mutually agreed by the Company and the Union.

**SECTION 7.** Any employee in a classification covered by this Agreement who desires to be considered for promotional opportunities, may place his name on file on an appropriate form provided by the Company with the administration department. Employees will be allowed to have three (3) written requests on file to be valid until withdrawn by the employee.

**SECTION 8.** Job classifications covered hereby shall be those job classifications specifically enumerated in this Agreement.

**SECTION 9.** When a vacancy is not going to be filled, the Company will notify the Chief Steward as to the reason.

**SECTION 10.** An employee temporarily assigned by supervision to a job classification in a higher rated labor grade to replace another employee who is absent, shall be paid the same rate of pay, but not to exceed the maximum of the higher rated job classification, as held by the absent employee who is being replaced temporarily. The provisions of this section shall apply to cases where an employee is away from work for a short period of time due to vacation, illness, or any other reason. Such assignment shall not be considered an upgrading within the meaning of Article XVIII, Promotions, of this Agreement and, upon reassignment of such employee to his previously held job classification at the end of this period, such employee shall not be considered as downgraded for purposes of Article XVIII, Promotions, of this Agreement. Payment at the higher wage rate will begin upon receipt of the assignment. Payment will be computed by a minimum of one (1) hour when the cumulative time for one day is less than one (1) hour.

## **ARTICLE XX**

### **Job Classification**

**SECTION 1.** If during the term of this Agreement it becomes necessary to establish new job classifications within the bargaining unit, the Company shall notify the Union of the proposed job title, job description, and labor group rate.

If the Union is not in agreement with the Company's determination, it may within ten (10) working days, request a meeting with the Site Manager in order to discuss and resolve the issues.

**SECTION 2.** Should, as a result of technological change, new and/or revised job classifications be introduced into the bargaining unit, the Company will make every reasonable effort to educate affected employees with the knowledge and skills necessary to qualify for the new and/or revised job classifications. The training will be offered in site seniority order within job classification.

## **ARTICLE XXI**

### **Specialist**

**SECTION 1.** A Specialist is someone who has demonstrated through practical experience that he has special knowledge or ability above that of other technical labor grades. The Specialist is a working position and is not to be construed as an assistant supervisor. However, he does have the authority to give directions and specific instructions (conveyed by the supervisor) pertaining to all elements in his work crew to ensure the quality and quantity of work is achieved.

## ARTICLE XXII

### Reduction in Force/Severance

**SECTION 1.** When it is determined by the Company that a permanent reduction in force is required, the Company agrees to effect such reduction in force, and any recall to work, on the basis of site seniority within a job family, provided that the remaining employees meet the criteria specified in the subsequent paragraphs of this Article. The only exception to this provision is when occupational licensing is required. If training is required for said licensing, it will be offered in seniority order.

**SECTION 2.** Permanent reductions in force shall be effected in inverse order of site seniority by job classification in the Job Family. Every effort will be made to give affected employees at least two weeks advance notice of reduction in force, but in no event shall less than two (2) working days advance notice be provided.

**SECTION 3.** An employee may be temporarily laid off for not more than ten (10) working days without being subject to the reduction in force procedure. The least senior employees in the affected job classification within a Job Family shall be first affected by any temporary lay-off.

**SECTION 4.** For all purposes of this Collective Bargaining Agreement and Reduction in Force and Recall, the following definitions shall apply:

- A. Job Family: A Job Family is a grouping together of similar or like jobs. Personnel in a Job Family at the same labor grade are interchangeable for the purpose of Reduction in Force and Recall only. NRTF Job Families are:

Clerks	Electronic Control	Mechanics
Custodians	Electronics	Model Shop
Data Processing	Hazardous Waste Technicians	Photography
Documentation	High Voltage Electrician	Quality Control
Drafting	HVAC	Supply
Electrical	Machinists	
Engineering Technicians	Mechanical Techs	

- B. Labor Grade: A Labor Grade (L/G) is defined as a compensation level for a particular skill or responsibility.
- C. Job Classification: A Job Classification is defined as a general job field, at a particular level, in a specific field. NRTF Job Classifications are:

## NRTF JOB FAMILIES AND CLASSIFICATION

### Quality Control

Quality Control Inspector (L/G VII)  
Quality Control Inspector Technician A (LG VI)  
Quality Control Inspector Technician B (LG V)  
Quality Control Inspector Technician C (LG IV)

### Drafting

Draftsman Specialist (L/G VII)  
Draftsman A (L/G VI)  
Draftsman B (L/G V)  
Draftsman C (L/G IV)

### Documentation

Documentation Specialist (L/G VII)  
Documentation Coordinator A (L/G VI)  
Documentation Coordinator B (L/G V)  
Documentation Coordinator C (L/G IV)

### Photography

Photographic Specialist (L/G VII)  
Photographic/Cinematographer A (L/G VI)  
Photographic/Cinematographer B (L/G V)  
Photographic/Cinematographer C (L/G IV)

### Supply

Supply Specialist (L/G VII)  
Supply Clerk A (L/G VI)  
Supply Clerk B (L/G V)  
Supply Clerk C (L/G IV)

### Clerks

Secretary (L/G III)  
Clerk Typist A (L/G III)  
Clerk Typist B (L/G II)  
Clerk Typist C (L/G I)

### Custodians

Custodian A (L/G III)  
Custodian B (L/G II)  
Custodian C (L/G I)

### Electrical

Electrical Specialist (L/G VII)  
Electrical Technician A (L/G VI)  
Electrical Technician B (L/G V)  
Electrical Technician C (L/G IV)

### High Voltage Electrician

H.V. Electrical Specialist (L/G VII)  
H.V. Electrical Technician A (L/G VI)  
H.V. Electrical Technician B (L/G V)  
H.V. Electrical Technician C (L/G IV)

### Engineering Technicians

Engineering Technician Specialists (L/G VII)  
Engineering Technician A (L/G VI)  
Engineering Technician B (L/G V)  
Engineering Technician C (L/G IV)

### Heating, Ventilation, Air Conditioning (HVAC)

HVAC Specialist (L/G VII)  
HVAC Technician A (L/G VI)  
HVAC Technician B (L/G V)  
HVAC Technician C (L/G IV)

### Electronic Control

Electronic Control Tech Specialist (L/G VII)  
Electronic Control Technician A (L/G VI)  
Electronic Control Technician B (L/G V)  
Electronic Control Technician C (L/G IV)

### Electronics

Electronic Specialist (L/G VII)  
Calibration Technician A (L/G VI)  
Calibration Technician B (L/G V)  
Calibration Technician C (L/G IV)  
Electronic Technician A (L/G VI)  
Electronic Technician B (L/G V)  
Electronic Technician C (L/G IV)

### Data Processing

Data Processing Specialist (L/G VII)  
Data Processing Technician A (L/G VI)  
Data Processing Technician B (L/G V)  
Data Processing Technician C (L/G IV)

### Mechanics

Mechanic Specialist (L/G VII)  
Mechanic A (L/G VI)  
Mechanic B (L/G V)  
Mechanic C (L/G IV)

### Mechanical Technicians

Mechanical Specialist (L/G VII)  
Mechanical Technician A (L/G VI)  
Mechanical Technician B (L/G V)  
Mechanical Technician C (L/G IV)

### Machinist

Machinist Specialist (L/G VII)  
Machinist A (L/G VI)  
Machinist B (L/G V)  
Machinist C (L/G IV)

### Model Shop

Chief Model Maker (L/G VII)  
Model Maker A (L/G VI)  
Model Maker B (L/G V)  
Model Maker C (L/G IV)

### Hazardous Waste Technicians

Hazardous Waste Technician A (L/G VI)  
Hazardous Waste Technician B (L/G V)  
Hazardous Waste Technician C (L/G IV)



**SECTION 5.** In the event of any permanent reduction in force, the employee who is surplus by job classification shall have the right of displacement as follows: An employee affected by permanent reduction in force action and who elects displacement by which such election involves a change in geographic location, shall have the right to proceed to the next displacement option to avoid relocation. Any displacement (Bumping rights) shall be exercised in writing and will proceed to the five options outlined below in A thru E.

- A. To displace laterally the least senior employee with less site seniority than the affected employee within any Job Family (in other classifications), provided that the affected employee once worked (not less than 90 consecutive days) in the job classification to which the employee elects lateral displacement and further provided four (4) years have not elapsed since the employee was reassigned from the job classification. Upon the election of Management, the affected employee may be required to qualify in accordance with provisions expressed in Article XVIII, Promotions.
- B. To displace the least senior employee with less site seniority than the affected employee in the same Job Family in a lower labor grade. Such an election precludes the application of the provisions of Article XVIII, Promotions.
- C. To displace the least senior employee with less site seniority than the affected employee within other Job Families (in other job classifications) in a lower labor grade, provided that the affected employee meets the stated job requisites through formal education and/or experience. Upon the election of Management, the affected employee may be required to qualify in accordance with the provisions expressed in Article XVIII, Promotions..
- D. The implementation of the reduction in force provisions of this Article shall continue with each affected employee until all options leading up to lay-off are exhausted in total.
- E. No employee shall have the right to displace any employee in a higher labor grade than his own.

**SECTION 6.** Such employees involved in a reduction in force shall elect to exercise seniority or accept lay-off in writing within forty-eight (48) hours of receipt of their notice of lay-off. Failure to elect will be considered as acceptance of lay-off. All decisions will be final.

**SECTION 7.** Employees who are laid off from the service of the Company due to reduction in the workforce shall, for a period not to exceed eighteen (18) months, retain and continue to accrue site and Company seniority.

**SECTION 8.** In recall, the most senior employee laid off or reduced from the job classification shall be recalled first; provided however, that no employee who has been in a lay-off status for a period in excess of eighteen (18) months, shall have a right to such recall.

**SECTION 9.** In the event of a recall for a temporary opening projected to last for ninety (90) calendar days or less, an employee on lay-off may refuse the call without losing all recall rights. In such event, an employee who refuses a recall will be placed at the bottom of the recall list for his job classification. He will retain his recall eligibility based upon his previous lay-off date.

**SECTION 10.** In recall, the Company shall hand-deliver or mail a registered or certified notice of recall to the appropriate employee. Recalled employees must respond within two (2) working days after receipt of notification and must report for work within ten (10) work days unless extended by the Company.

**SECTION 11.** All notices required under the provisions of this Article shall be sent to the employee at the last address filed with the Company.

**SECTION 12.** Each laid off employee shall keep the Company informed in writing of a current mailing address. Notice by the Company to the employee's mailing address so listed shall be considered as fulfilling the recall notice requirements. An employee failing to comply with the provisions of this paragraph shall be considered as having voluntarily resigned from the service of the Company.

**SECTION 13.** In the event an employee is transferred and/or promoted from a Union to a Management position within the Company, it is agreed that the employee shall retain but not accrue Site Seniority from the date transferred or promoted out of the Bargaining Unit for a period of one (1) year. After one (1) year, such employee shall forfeit all remaining site seniority.

**SECTION 14.** An employee with more than one (1) year of Company service credit shall be entitled to severance pay when they are involuntarily laid off because of lack of work for a period in excess of forty-five (45) calendar days in accordance with the following schedule:

<u>Length of Service</u>	<u>Severance Pay</u>
1 year thru 5 years	3 weeks
6 years thru 8 years	4 weeks
9 years thru 11 years	5 weeks
12 years thru 14 years	6 weeks
15 years or more	7 weeks

An employee will not be entitled to severance pay if within forty-five (45) calendar days after termination of employment, the employee is offered employment with a successor Company. Also, an employee will not be entitled to severance pay if they are offered another job by the Company in the White Sands Missile Range/Holloman Air Force Base area.

**SECTION 15.** An employee who receives a lump sum severance payment and is rehired by the Company within the period covered by the severance pay will be required to reimburse the Company for the portion of the payment which overlaps the rehire date; for instance, an employee who receives six weeks' severance pay but is rehired after five weeks must reimburse the Company for one week.

If an employee who has previously received severance is rehired and subsequently terminated, their severance pay will be calculated on Years of Service from their most recent date of rehire. Severance pay is not provided in the following situations:

- A. When termination results from retirement, resignation, death, disability, or discharge for cause;
- B. When an employee is offered comparable employment at their current location or at another Company location within a reasonable commuting distance;
- C. When termination results from the sale of the business, but comparable employment has been offered with the successor contractor;
- D. When termination results from a change in contractor and comparable employment has been offered with the successor contractor; and

- E. When the employee accepts comparable employment at another Company location which requires relocation.

## **ARTICLE XXIII**

### **Vacation**

**SECTION 1.** Commencing with the first month of employment, employees shall accrue vacation credit as follows, based on site seniority:

**SECTION 2.** During the first (1st) year of employment and during each subsequent year thereafter, through and including the fifth (5th) year, an employee shall accrue 6.67 hours of vacation credit per month for each calendar month he is in pay status for at least one-half (1/2) the workdays in such month.

**SECTION 3.** Starting the sixth (6th) year and during each consecutive year thereafter, through and including the ninth (9th) year, the employee shall accrue ten (10) hours of vacation credit per month for each calendar month he is in pay status for at least one-half (1/2) the workdays in such month.

**SECTION 4.** Starting the tenth (10th) year and during each consecutive year thereafter, the employee shall accrue 13.34 hours of vacation credit per month for each calendar month he is in pay status for at least one-half (1/2) the workdays in such month.

**SECTION 5.** Vacation pay shall be computed at the employee's hourly base rate at the time of vacation and shall be limited to those credits the employee had earned on the date of eligibility for such vacation.

**SECTION 6.** Vacation credits may accrue as follows:

- A. Employees with less than six (6) years of Company service may accrue vacation credits to an amount equal to four (4) weeks of vacation.
- B. Employees with six (6) or more years of Company service may accrue vacation credits to an amount equal to five (5) weeks of vacation.
- C. Employees with ten (10) or more years of Company service may accrue vacation credits to an amount equal to six (6) weeks vacation.

**SECTION 7.** When conflicts in requested vacation periods arise, the employee having the greater site seniority shall be give preference, with due consideration given to the timeliness of the conflicting request.

**SECTION 8.** To assure orderly operation of the business, it is understood and agreed that final approval of vacation requests rests exclusively with the Company. Employee vacation requests will be submitted to the Site Manager, and a reply will be given to the employee once operational requirements are determined. Once vacation has been approved, if it becomes necessary to cancel a scheduled vacation, the Company will reimburse the employee for all documented cancellation charges, air fare(s), and prepaid reservations.

**SECTION 9.** Employees with six (6) months or more of Company service who otherwise are eligible for vacation and terminate employment are eligible to receive pay in lieu of vacation.

**SECTION 10.** Unused vacation credits will be paid for regardless of the nature of the termination.

**SECTION 11.** Paid vacation shall be considered as time worked for purposes of computing overtime.

**SECTION 12.** When a holiday as defined in this Agreement falls within an employee's vacation, such holiday or leave shall not be charged as vacation hours.

#### **ARTICLE XXIV Personal Leave/Sick Leave**

**SECTION 1.** Personal time off (including illness) is paid time off that is available to the employees to be used for personal business, illness, injury, or for other personal reasons. Personal time off must be approved in advance by the appropriate supervisor, except in cases of bona fide illness or injury.

**SECTION 2.** Regular full-time employees shall accrue 8.67 hours of personal time off per month for each calendar month that they are in pay status for at least one-half (1/2) of the workdays in such month.

**SECTION 3.** Personal time off may be taken in one-quarter (1/4) hour increments of time, but no more than eight (8) hours per day, nine (9) hours per day or ten (10) hours per day for the alternate work schedule. With appropriate prior approval, personal time off may be taken to extend holidays or vacation time.

**SECTION 4.** Personal time off shall be paid at the employee's hourly base rate.

**SECTION 5.** Employees may not draw advance pay for personal time off.

**SECTION 6.** Paid personal time off shall not be considered as time worked for the purpose of computing overtime.

**SECTION 7.** An employee who is prevented from reporting for work by reason of sickness or injury shall promptly notify his immediate supervisor or the Company's duly designated representative of his inability to report to work, giving the reason for his absence. Each employee will be notified of the call-in telephone number for the employee's work center. Such notice must normally be given a minimum of one (1) hour prior to the employee's regular scheduled starting time or it will not be considered as an approved absence, unless an unusual circumstance precludes such notice.

**SECTION 8.** While it is not the policy of the Company to require a medical certificate in case of illness, the Company reserves the right to require such certification whenever circumstances indicate probable abuses of the sick leave provisions of personal time off.

**SECTION 9.** When an employee experiences a disability due to illness, Short Term Disability (STD) benefits will not commence earlier than the ninth (9th) calendar day. However, the employee may, at his/her option, use available personal time off or vacation to delay or avoid activation of STD benefits. A doctor's certificate is required for personal time off due to illness of more than three consecutive days.

**SECTION 10.** On a monthly basis, the Union Chief Steward may request a listing from the Company of those employees on STD.

**SECTION 11.** Full-time employees who have completed their Company probationary period may have their personal time off hours accrued up to a maximum of two hundred forty (240) hours.

**SECTION 12.** Personal time off hours in the employee's account will be paid in a lump sum, less appropriate federal and state income taxes, as follows:

- A. Employees who are involved in a reduction in force as provided in Article XXII, Reduction in Force/Severance, of this Agreement shall be paid for all hours accrued at time of termination.

- B. Employees who terminate for any other reason shall be paid for accrued personal time off.
- C. Upon the death of an employee, a lump sum amount for all accrued personal time off shall be paid in accordance with the appropriate federal and/or state laws.

## **ARTICLE XXV Bereavement Leave**

**SECTION 1.** Full-time employees shall be allowed time-off with pay, in the event of a confirmed death in their immediate family as follows:

**SECTION 2.** Up to four (4) work days in the event of a death of a parent, spouse or domestic partner, brother, sister, child, grandparent, grandchild, parent-in-law of the employee, son-in-law, daughter-in-law, or relative in whose household the employee (as a minor) resided in for a period of one year or more and legal step relationships to include child, mother, father, brother, sister. "Child" includes a foster child who dies while placed in the employee's home by a State Agency. Domestic partner relations are as stated above. For purposes of this Article, a domestic partner is someone who has resided with the employee for at least six (6) consecutive months and has entered into a contractual relationship that includes one or more of the following factors: shared property ownership, raising children jointly, joint responsibility for the payment of all living expenses and/or division of property upon dissolution of the domestic partnership. The Company reserves the right to require proof of the domestic partnership upon request for benefits under this Article.

**SECTION 3.** Pay for such time-off shall be computed at eight (8), nine (9) if an alternate work schedule, or ten (10) if on an alternate work week, hours per day at the employee's hourly base rate.

**SECTION 4.** Verification may be requested by the Company and submitted to the Site Manager.

**SECTION 5.** Pay for the time not worked under the provisions of this Article shall not be considered as time worked for purposes of computing overtime.

**SECTION 6.** In addition to those days provided for in Section 2 above, an employee may take up to an additional two (2) days for bereavement leave by utilizing their PTO or vacation time. Leave under this Article shall be taken in consecutive days only and is to be taken within ten (10) working days following the death.

## **ARTICLE XXVI Leave of Absence**

**SECTION 1.** Upon approval of the Company, a leave of absence without pay of up to ninety (90) calendar days may be granted an employee. During such leave, the employee will retain, but not accrue, seniority for benefit purposes.

**SECTION 2.** If such leave under Section 1 above is extended by the Company, the employee will continue to retain seniority. An employee accepting gainful employment while on leave of absence, except as specifically approved in writing by the Company, automatically terminates employment with the Company.

**SECTION 3.** Employees who by reason of bona fide illness require time off, will be granted appropriate leaves of absence. Such leaves will be in accordance with applicable State and Federal regulations and seniority will continue to accrue for up to six (6) calendar months.

**SECTION 4.** On written request from the IAM Bargaining Unit, employees shall be entitled to a leave of absence to attend official regional conventions or functions of the AFL-CIO or international conventions or functions of the IAM. The number of employees to be granted such leaves shall be agreed upon between the Company and the Union subject to the Company's needs based upon the government test schedule and workload.

**SECTION 5.** Upon written agreement between the Union and the Company any member of the IAM who seeks a leave of absence for IAM activities, will be granted a leave of absence for a one (1) year period. Written requests for an extension of the one year leave of absence are subject to approval by the Company. During such periods of unpaid leave, the employee shall retain and accrue seniority.

**SECTION 6.** When the activities for which such leaves of absence are granted shall cease, the IAM shall immediately notify the Company in writing, and if application is made thereof, within fifteen (15) calendar days thereafter, such IAM member will be given re-employment in a similar position, if same still exists, or a comparable position, in accordance with his seniority privileges, and applicable wage rate at the time of his return to the active payroll.

## **ARTICLE XXVII**

### **Military Leave**

**SECTION 1.** Regular, full-time employees who are members of military reserve organizations of the DoD, including the National Guard, who are ordered to temporary active training duty, shall be paid the difference by which their then-current wages for up to two (2) payroll weeks exceed military pay, excluding travel. Such pay shall be limited to one instance per calendar year. Evidence of orders and amount of military pay are required in order to support military leave pay requests.

**SECTION 2.** This benefit applies only to time missed from the employees' regular work schedules. It is not intended to compensate them beyond the amount they would normally receive should they work.

## **ARTICLE XXVIII**

### **Jury Duty Leave**

**SECTION 1.** An employee who is required to serve on a jury and who loses work time because of such service shall be paid the compensation regularly earned for his normal schedule for such day(s). It is understood and agreed that this benefit applies only to an employee's regularly scheduled workdays and no benefits shall be paid for time spent on juries on days on which the employee was not regularly scheduled to work.

**SECTION 2.** Payment for jury service, as provided in this Article, shall be limited to the necessary time required by the respective court in any twelve (12)-month period. At the request of the Company, the employee shall furnish satisfactory evidence of such jury service for which the employee claims benefits as herein provided.

**SECTION 3.** The provisions of this Article shall not apply to any Jury Summons received by an employee more than ten (10) calendar days prior to his date of hire.

## **ARTICLE XXIX**

### **Holidays**

**SECTION 1.** Full-time employees shall be granted the following holidays:

New Year's Day  
President's Day  
Independence Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving

Martin Luther King Day  
Memorial Day  
Labor Day  
Veteran's Day  
Christmas Day

**SECTION 2.** The Company will grant any other day set by Presidential Proclamation, administrative order or legislative action, as time off, whereby the 704 Test Group DET 1 and/or Civil Servants are given holiday or administrative leave from normal business. Only those employees at work at the time the directive is received by the Company or are scheduled to work for the designated holiday will receive the paid time off.

**SECTION 3.** Holiday pay shall consist of eight (8) hours' pay at the employee's hourly base rate. Employees on an alternate workweek or alternate work schedule can take paid leave or LWOP to make up the remainder of their day (9 or 10 hour day).

**SECTION 4.** Employees covered by this Agreement are eligible for holiday pay provided they work the regularly scheduled work shift the day before and the regularly scheduled work shift the day following the holiday. Work as defined by this paragraph, includes any paid time-off as provided by the terms of this Agreement.

**SECTION 5.** Holidays that fall on Sunday will be observed on the following Monday and holidays that fall on Saturday will be observed on the preceding Friday unless designated otherwise by the government.

**SECTION 6.** It is understood and agreed that the Company reserves the right to require employees to work on a holiday, provided normally a three (3) day advance notice is given. An employee scheduled to work on the holiday who fails to report for work shall not receive payment for holiday pay unless he fails to perform such work as a result of his sickness, or because of death in the immediate family, or because of a similar good cause. Proof acceptable to the Program Manager or a designated representative of the reasons for such absence may be required as substantiation of their validity.

**SECTION 7.** An employee required to work on any of the above holidays shall receive in addition to holiday pay, time and one-half (1-1/2) his effective hourly rate for all hours worked.

**SECTION 8.** Holidays which are not worked shall be counted as time worked for the purpose of computing overtime.

**SECTION 9.** If a holiday falls on an employee's regular scheduled day off, the employee's regular scheduled work day either preceding or following the holiday will be observed as the holiday. The regular scheduled work day substituted for the holiday will be determined by management.

### **ARTICLE XXX**

#### **Transportation**

**SECTION 1.** The Company will normally furnish transportation between White Sands Missile Range Tularosa Gate and Small Missile Range Gate (SMR) for each work shift period.

## **ARTICLE XXXI**

### **General**

**SECTION 1.** Employees covered by this Agreement shall be governed by all Company rules, regulations and orders that are not in conflict with the terms and conditions of this Agreement. Employees shall be notified upon implementation of Company Policies and Standard Operating Procedures.

**SECTION 2.** Nothing in this Agreement shall be construed to prevent an employee from performing work which is below his classification when required to do so by the Company.

**SECTION 3.** It is understood and agreed that the Company may temporarily assign bargaining unit employees to other work for which they are qualified when no work exists appropriate to their job classification, when due to emergency conditions as defined in Section 8, or when higher priority requirements exist. As part of a qualification program, an appropriate training and certification process will be implemented for all critical operations. Higher priority requirements will be determined by the necessity to maintain project status, a work overload in a particular job classification, the maintenance of the physical plant or equipment, vacation or other time off, or project adjustments. Any other pre-scheduled requirement, not identified above, will be discussed with the Union (Chief Steward) on the next normal workday. If the explanation is not satisfactory, a grievance may be filed for the entire incident under this Article. Article XVIII, Promotions, will be applicable.

**SECTION 4.** The reimbursement of employees' travel expenses will be in accordance with the Company policy on the reimbursement of employees' business expenses. The per diem rate and mileage rate will be in accord with the appropriate Company policy and Department of Defense allowances.

**SECTION 5.** Employees will be reimbursed for time spent in off-duty training in accordance with the Company's current written policy on this subject.

**SECTION 6.** Employees may participate in the Employee Educational Training Assistance Program (EETAP) in accordance with Company's policy.

**SECTION 7.** Unless contract requirements dictate otherwise, if employees are evacuated and evacuation is in force until one (1) hour before the end of any shift, employees will not be required to return to work. Employees may charge personal time for up to one hour.

**SECTION 8.** Definitions:

- A. Hourly Base Rate: Rate listed in the Agreement is Appendix A Wage Schedule.
- B. Effective Hourly Rate: The Hourly Base Rate plus Shift Differential.
- C. Emergency Conditions: Any unforeseen combination of circumstances or the resulting state that calls for immediate action. An emergency includes but is not limited to, the failure of any utility, fire protection, environmental control, security alarm system, or a stopped-up sewer. It will include the elimination of fire, health, or safety hazards. Also:
  - Securing site and/or targets under high wind conditions.
  - When employees do not provide the minimum of one (1) hours' notice of absence for sick leave, supervisory personnel may be required to operate equipment to maintain range schedules.
  - Nonbargaining unit personnel may assist IAM members in correcting the problem.



- A scheduled day off for an employee does not constitute an emergency when other qualified employees within the classification are available to work the open' shift.

## **ARTICLE XXXII**

### **Special Premiums**

**SECTION 1.** Employees working while elevated in manlifts in excess of fifteen (15) feet above the floor or ground shall receive a premium of one dollar (\$1.00) per hour for all hours in such duty, with a minimum of one (1) hour being paid when the cumulative exposure time for the day is less than one (1) hour.

**SECTION 2.** Employees who operate mobile cranes during boom operations, employees operating specialized lifting equipment during customer article mount/dismount activities, and employees assigned to signal in direct support of these activities, shall be paid at the specialist rate. A minimum of one hour at the specialist rate will be paid when the cumulative work time for these activities is less than one hour for the day.

**SECTION 3.** Employees assigned with Information Assurance Officer (IAO) duties will be paid twenty-five cents (\$.25) per hour for all hours worked while so assigned.

Sec. 4 - When an employee is hired into an electrician or HVAC position in which the Company requires a Journeyman's Certification, they shall be hired in at Classification Grade B. \*

\*The Company agrees that the 2 current employees in HVAC and electrician positions with Journeyman Certification currently in Classification Grade C will be promoted to Classification Grade B if, and when, the Company next hires an electrician or HVAC tech with the required Journeyman Certification.

## **ARTICLE XXXIII**

### **Substance Abuse Policy**

The Union and the Company agree to abide by the Company's Substance Abuse Policy, which is incorporated into this Agreement by reference.

## **ARTICLE XXXIV**

### **Department of Defense Orders and Directives**

It is understood and agreed that the Company's operations involved herein are subject to its subcontract with the Government and may be subject to the Department of Defense (DoD) and the Orders and Directives of said Department, and it is agreed that should any national Security, Safety, or Health Orders and Directives of the DoD conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict.

## **ARTICLE XXXV**

### **General Savings Clause**

It is not the intent of either party to this Agreement to violate any federal, state or local laws governing the subject matter contained herein. The parties who are signatory to the terms of this Agreement agree that, if any provisions contained herein are finally held or determined to be illegal or void by a court of final and competent jurisdiction, an effort will be made by the parties hereto to promptly enter into negotiations

concerning the clauses affected by such a legal decision for the purpose of achieving conformity with the requirements of any applicable law so violated.

## **ARTICLE XXXVI**

### **Training**

The Company will provide all Company-required training at no cost to the employee. The training will normally be provided during regularly scheduled work hours. Mandatory training required by job classification will be offered to the employees by order of seniority. Employees whose assignments require mandatory training and/or certifications must successfully meet the established standards of the course. If an employee fails to qualify in some aspect of mandatory training and/or certification, remedial training will be made available. If the employee fails a second time, the employee may be removed from the assignment in question and reassigned to other work within his qualifications. Continued failure to maintain mandatory minimum qualifications may result in demotion or termination of employment.

## **ARTICLE XXXVII**

### **Check-Off**

**SECTION 1.** Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay the dues payable by them to the Union during the period provided for in said authorization. The amount will be certified by the Secretary-Treasurer of the Local Lodge.

**SECTION 2.** Deductions shall be made on account of dues by the Company beginning with the payroll period next commencing after receipt by the Company of the properly executed authorization form, and monthly thereafter from the first paycheck of the employee in each month.

**SECTION 3.** Deductions provided for in Section 2 shall be remitted to the Secretary-Treasurer of the Union no later than the tenth day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company shall furnish the Secretary-Treasurer of the Union, monthly, with a record of those for whom Union dues deductions have been made and the amounts of the deductions. The Company will provide an alphabetical record.

**SECTION 4.** The Parties agree that check-off authorization shall be in accordance with all Federal and/or State requirements.

**SECTION 5.** If due to illness or being on vacation an employee's dues are not checked off, such deduction will be made no later than the 15th day of the month following his return to work.

**SECTION 6.** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Company in reliance upon information furnished to the Company by the Union for the purpose of complying with any of the provisions of this Article.

## **ARTICLE XXXVIII**

### **Union Security**

**SECTION 1.** It shall be a condition of continued employment that all employees of the Company covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, not later than the 60th calendar day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of continued employment that all employees covered by this Agreement

and hired on or after its effective date shall, not later than the 60th calendar following the beginning of such employment, become and remain members in the Union.

**SECTION 2.** The Company, will within five (5) working days after receipt of notice from the Union, discharge any employee who is not a member of the Union as required by the preceding paragraph.

**SECTION 3.** The Union agrees to defend and indemnify and hold the Company harmless from and against any and all claims, demands, suits, grievances, liabilities, actions, costs and expenses in any manner arising out of or connected with action by the Company taken pursuant to the provisions of this Article.

## **ARTICLE XXXIX**

### **Complete Agreement**

**SECTION 1.** The parties expressly declare that they have bargained between them on all phases of hours and working conditions and that the specific terms of this contract represent their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for grievance or bargaining, and during the life of this Agreement may not be raised for further bargaining or negotiations without the specific written consent of all parties hereto.

**SECTION 2.** All letters of agreement and memos of understanding not expressly incorporated into the terms and conditions of this contract as of this date are considered null and void as agreed by both parties.

## **ARTICLE XL**

### **Term of Agreement**

**SECTION 1.** This Agreement shall be effective as of June 16, 2021, and shall remain in effect until the 16th day of June, 2024, and shall continue from year-to-year thereafter, unless the Company or the Union gives written notice to the other of a desire to change, amend, modify, or terminate this Agreement at least ninety (90) days prior to June 16, 2024, or June 16 of any succeeding year.

In witness thereof, the parties have executed this Agreement this \_\_\_ day of June, 2021.

#### **For the Union**

International Association of Machinists and  
Aerospace Workers, Lodge 2515

  
Ramon Martinez, President/Dist. Busi. Rep.

  
Billy Swan, Committee Member

  
Thomas Snider, Committee Member

  
Patrick Enriquez, Committee Member

#### **For the Company**

Tikigaq Construction, LLC  
Nation Radar Test Facility

  
Michael Benitez, Site Manager

Jeffrey T.  
Barton:A010980000001575835E1A  
7000030B8

Digitally signed by Jeffrey T.  
Barton:A010980000001575835E1A7000030B8  
DN: cn=U.S. Government, ou=ECA, ou=IdentTrust, ou=TIKGAQ  
CONSTRUCTION, LLC, cn=Jeffrey T.  
Barton:A010980000001575835E1A7000030B8  
Date: 2021.06.10 13:50:25 -0400

Jeffrey T. Barton, Program Manager

  
Stuart Barrows, Chief Operations Officer

## APPENDIX A

### Wage Rates\*

Effective Dates:		06/16/2021	06/16/2022	06/16/2023
Labor Grade	1	\$29.47	\$30.30	\$31.15
Labor Grade	2	\$30.35	\$31.20	\$32.07
Labor Grade	3	\$31.60	\$32.48	\$33.39
Labor Grade	4	\$34.96	\$35.94	\$36.95
Labor Grade	5	\$37.52	\$38.57	\$39.65
Labor Grade	6	\$40.07	\$41.19	\$42.34
Labor Grade	7	\$43.15	\$44.35	\$45.60

Custodian job classification will follow the Labor Grade structure below.

Labor Grade	1	\$21.65	\$22.26	\$22.88
Labor Grade	2	\$22.43	\$23.06	\$23.71
Labor Grade	3	\$23.21	\$23.86	\$24.53

\*To coincide with the Company's payroll system the current CBA is extended to June 15, 2021 and the terms of this succeeding CBA, including all wage increases and benefit changes, shall be effective June 16, 2021.

#### LABOR GRADE I

Clerk Typist C  
Laborer  
Custodian C

#### LABOR GRADE II

Custodian B  
Clerk Typist B

#### LABOR GRADE III

Clerk Typist A  
Secretary  
Custodian A

#### LABOR GRADE IV

Supply Clerk C  
Calibration Technician C  
Data Processing Technician C  
Draftsman C  
Electrical Technician C  
Electronics Technician C  
Machinist C  
Mechanical Technician C  
Photographer/Cinematographer C  
Model Maker C

High Voltage Electrical Technician C  
HVAC Technician C  
Electronic Control Technician C  
Mechanic C  
Quality Control Inspection Technician C  
Documentation Coordinator C  
Engineering Technician C  
Hazardous Waste Technician C

#### LABOR GRADE V

Supply Clerk B  
Mechanic B  
Machinist B  
Calibration Technician B  
Data Processing Technician B  
Draftsman B  
Electrical Technician B  
Electronics Technician B  
Quality Control Inspection Technician B  
High Voltage Electrical Technician B  
HVAC Technician B  
Electronic Control Technician B  
Documentation Coordinator B  
Mechanical Technician B  
Model Maker B  
Photographer/Cinematographer B  
Engineering Technician B  
Hazardous Waste Technician B

#### LABOR GRADE VI

Mechanic A  
Calibration Technician A  
Data Processing Technician A  
Draftsman A  
Electrical Technician A

Electronics Technician A  
Machinist A  
Mechanical Technician A  
Photographer/Cinematographer A  
Quality Control Inspection  
Technician A  
Model Maker A  
High Voltage Electrical  
Technician A  
Engineering Technician A  
Hazardous Waste Technician A  
HVAC Technician A  
Electronic Control Technician A  
Documentation Coordinator A  
Supply Clerk A

LABOR GRADE VII  
Photographic Specialist  
Electronic Specialist  
High Voltage Electrical Specialist  
Mechanical Specialist  
Quality Control Specialist  
Chief Model Maker  
Draftsman Specialist  
Documentation Specialist  
Supply Specialist  
Electrical Specialist  
Data Processing Specialist  
Mechanic Specialist  
Machinist Specialist  
Engineering Technician Specialist

## **APPENDIX B**

### **I. HEALTH AND WELFARE**

A. It is hereby agreed between the Union and the Company that the Health and Welfare package as enumerated below are the benefits applicable to the employees covered by this Agreement. It is further understood the benefits are similar to those enjoyed by nonrepresented employees of Tikigaq Construction, LLC, and the benefits and the cost of the benefits are subject to adjustment upward or downward, including those employees covered by this collective bargaining agreement, at the discretion of the Company. The rationale for any adjustments will be made clear prior to implementation. Such adjustments shall not be subject to Article XV, Grievance Procedure, or Article XVI, Arbitration Procedure.

#### **B. Company Paid Benefits**

1. *Employee Basic Life Insurance/Accidental Death and Dismemberment (AD&D)*  
in the amount of two times your basic annual earnings not to exceed \$360,000.00 coverage is provided.

2. *Short Term Disability Insurance*

The disability benefit is payable after the seventh (7th) day of a covered injury or covered illness and continues for up to thirteen (13) weeks. The benefit provided is 60% of the base weekly pay up to a maximum of \$1,700.00 per week.

3. *Family and Medical Leave*

The Company complies with all requirements of the Family and Medical Leave Act.

4. *Employee Assistance Program (EAP)*

Through the UNUM provider, free, confidential counseling services for a variety of personal circumstances, including mental health, substance abuse, and financial (budget) counseling referral services are available 24 hours a day, 7 days a week. Following the initial contacts, extended counseling is available per the individual employee's health plan selection, if needed.

5. *Dependent Life Insurance*

Dependent life insurance is provided by the company at no cost for employee. Spouse covered at \$10,000.00, \$1,000.00 for dependents from live birth to 6 months, 6 months to age 19 \$5,000.00, if full time student up to age 26.

6. *Long Term Disability*

The disability benefit is payable the later of 90 days or the date your insured Short Term Disability payments end, if applicable for up to 60 months depending on age(see plan document). The benefit provided is 60% of your weekly base earnings not to exceed \$8,000.00 per month.

## C. Optional Benefits

### *Health Plans*

#### Plan Options

Tikigaq Offers three (3) medical/vision plans through Premiera Blue Cross Blue Shield of Alaska. Medical Option 1 has an individual deductible of \$500 and a family deductible of \$1,000.00. Medical Option 2 has an individual deductible of \$3,000.00 and a family deductible of \$6,000.00. Medical Option 3 has an individual deductible of \$4,000.00 and a family deductible of \$8,000 with an HSA option.

1. Effective January 1, 2022 the Company will choose from the following options for health insurance coverage:
  - a. The IAM plan or
  - b. Tikigaq plan that “mirrors” the IAM plan for benefits and structure, but will not necessarily be identical coverage on all fronts.

Note: If the current Tikigaq plan is, in the Company’s opinion, an option that offers equivalent benefits, coverage and costs, then the current plan may be continued.

At least thirty (30) days prior to open enrollment, the Company agrees to meet with the Union to explain its evaluation of the prospective plans and confirm which plan it will be offering.

2. The Company will pay employees covered by the current plan an additional 2% wage increase through December 31, 2021. As of January 1, 2022 this additional 2% will cease.
3. Effective January 1, 2022, the Company will provide a 10% discount off all employees’ monthly premium cost share.
4. The Company and the Union strongly encourage any employee who is having individualized problems or access and/or coverage issues to directly contact the Tikigaq Human Resources representative on a timely basis to enlist the services of the patient advocate to attempt to resolve such issues.
5. A Joint Committee on Health Insurance Coverage Issues (the “Joint Committee”), composed of two Union representatives chosen by the Union and two Company representatives chosen by the Company will be formed. The Joint Committee will be established no later than sixty (60) days after the effective date of the CBA and meet, as needed, on a monthly basis. The meetings should not exceed one hour. The purpose of the Joint Committee is to identify issues employees are having with network access and coverage issues to be presented to the company. All issues presented to the company will be addressed in a timely manner. Due to HIPPA and/or privacy issues, individual issues pertaining to such matters as medical conditions, deductibles, reimbursements, prescriptions, etc. are not within the purview of the Joint Committee.
6. These changes do not create an event that triggers an open enrollment.

#### 2. *Dental Plan*

The Premiera dental plan offers a PPO with one deductible plan.

#### 3. *Vision Benefit*



Vision is included within the medical plan.

4. *Flexible Spending Accounts*

Employees may elect to have annual amounts withheld pre-tax on a bi-weekly basis to cover certain out-of-pocket health and/or dependent care/elder care expenses. FSA 2021 Health FSA contribution limit is now \$2750 and the health FSA carryover maximum from \$500 to \$550 (\$50 increase). Maximum contributions for Dependent Care FSAs up to \$10,500 or \$5,250 for married individuals filing separately. \*The maximum applies to the taxable year beginning after December 31, 2020 and before January 1, 2022.

5. Health Savings Account

Employees may deposit up to \$3,150.00 (individual) or \$7,150.00 (family) into and HSA account each year when choosing Medical Plan Option 3.

**II. SAVINGS PLAN**

All employees covered by this Collective Bargaining Agreement are eligible to participate in the Tikigaq Construction, LLC, 401K Plan.

**III. IAM Pension Trust**

A. See Appendix C for applicable pension contribution rates.

B. The Union shall have the option of reallocating funds from wages to pension each year, effective upon the anniversary dates of this Agreement.

**IV. SAFETY**

The Company will reimburse each covered employee up to the sum of \$400.00 during the term of this Agreement toward the purchase of safety shoes when such shoes are required by the Company to be worn in the performance of said employee's duties, and the employee's Supervisor has given approval prior to purchase and has initialed a copy of the receipt for the shoes, indicating that the shoes have been purchased for use by that employee.

The Company will reimburse each covered employee up to the sum of \$400.00 per contract year of this agreement toward the purchase of prescription safety glasses for the employees required to wear eye protection in the performance of their Tikigaq duties. The reimbursement shall be for the cost of prescription safety lenses, including UV protection, and basic ANSI approved frames. The Company will also reimburse to the same extent as described above, the cost of replacement prescription safety glasses that have been damaged in use and are deemed unusable by the Safety Officer and/or the employee's supervisor.

The Company will reimburse covered employees for the cost of protective extreme/foul weather clothing up to a maximum of \$400.00 during the term of this Agreement. It is agreed that use of such clothing is to be limited to wear on the job. Clothing items included in this provision are heavy coats, insulated coveralls, rain gear and other safety related work clothing and this gear or clothing shall have permanent reflective safety markings. Other articles may be purchased upon prior approval of the Safety Officer and/or the employee's



supervisor. Employees must provide an original receipt to receive reimbursement.

## **APPENDIX C**

### **I. IAM NATIONAL PENSION FUND NATIONAL PENSION PLAN**

- A. The Company shall contribute to the International Association of Machinists and Aerospace Workers (IAM) National Pension Fund, National Pension Plan, for each hour or portion thereof for which employees in all job classifications covered by the Agreement are entitled to receive pay under this Agreement for the first forty (40) hours worked or paid per week as follows:

\$3.20 per hour per CBA effective date June 16, 2021.

\$3.25 per hour effective upon the first anniversary of the CBA

\$3.35 per hour effective upon the second anniversary of the CBA

- B. Supplemental Contribution to the IAM National Pension Fund

Pursuant to the Supplemental Agreement between the Company and IAMAW Local Lodge 2515 (copy attached to this Appendix C); effective July 1, 2019 the Company agrees to make supplemental contributions to the IAM National Pension Fund by increasing its annual contribution rate established in the parties' collective bargaining agreement by a compounding 2.5%. This supplemental contribution will continue while the 2019 Rehabilitation Plan remains in effect subject to any changes negotiated by the parties.

- C. The Company shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid Vacation, Personal Leave/Sick Leave or paid Holidays. The Company shall also make contributions whenever an employee receives vacation pay at termination.. Contributions for time off for military duty other than military duty provided for in Article XXVII, Military Leave, of the Agreement, shall be excluded except to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- D. Contributions for new, temporary, probationary, part-time and full-time employees are payable for work performed and/or eligible pay received after the sixtieth (60th) day of employment.
- E. The IAM Lodge 2515 and Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund, and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- F. The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Clause or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- G. This Clause contains the entire agreement between the parties regarding pensions and retirement under this plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure, settlement or arbitration decision

with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension fund.

## **APPENDIX D**

### **Overtime Distribution**

**SECTION 1.** Overtime work shall be distributed on an equitable basis within a work unit and to employees from the shift where overtime is required. That is, if an employee is on first shift, he will not be assigned scheduled overtime on another shift until that shift has been offered the overtime.

#### **SECTION 2.**

- A. The Company will keep a list for each defined work unit. Overtime will be converted to straight time hours, tallied on a weekly basis to coincide with the end of the workweek, and posted on the Company bulletin boards.
- B. Employees entering the defined work unit after an overtime list has been established for that defined work unit will be credited with the average overtime work date in that work unit.
- C. Transferring or reassignment of personnel from one work unit to another will not be made as a solution to overtime hours disparity.
- D. Employees temporarily assigned to another work unit, not exceeding thirty (30) calendar days, will not result in a change of their work unit nor an averaging of their overtime hours. The overtime hours worked will be credited to them in their assigned work unit.

#### **SECTION 3.**

- A. The qualified person with the least amount of overtime on the overtime list will be offered the overtime first.
- B. If they refuse it, they will be charged with overtime refused and the overtime will be offered to the next lowest qualified person in the work unit. This process will continue until someone accepts the overtime. Employees offered overtime will be charged with overtime refused.
- C. If no one qualified accepts the overtime, the initial low person will be required to perform the work unless they can find a qualified volunteer acceptable to management to perform the work.

**SECTION 4.** In the event all other employees refuse the overtime, and the initial qualified employee with the least overtime hours refuses the overtime hours work again, disciplinary action may be administered.

**SECTION 5.** The procedure shall not be construed as requiring the Company to call in employees for overtime hours work when qualified employees are on the Company premises nor as prohibiting the assignment of work to qualified employees outside the work unit requiring the overtime hours when a sufficient number of qualified personnel from that work unit are not available.

**SECTION 6.** It is agreed that whenever the distribution of overtime hours in any work unit, as shown on the overtime list, reflects a disparity of forty (40) hours, the Supervisor and Shop Steward shall meet to resolve the matter. It is understood that the intent of said meeting is to determine if the reason for variance is valid and so noted and initialed by the Supervisor and Shop Steward.

**SECTION 7.** The provisions of this MOA are intended to provide the basis for the equitable distribution of overtime and shall not be construed as guarantee of any specified overtime hours per day or per week, unless specifically designated within the CBA between the parties.

**SECTION 8.** No employee shall receive more than double the Effective Hourly Rate for any hours worked. There shall be no pyramiding of overtime. Pyramiding of overtime is a situation whereby more than one overtime premium is paid for each overtime hour worked.

**SECTION 9.** Probationary employees will be assigned overtime work only after such overtime has been offered and refused by full time employees or during emergency conditions. After completion of the probationary period, they will be averaged in their appropriate work unit.

**SECTION 10.** Nothing in this Agreement shall be construed to guarantee any specific number of hours of work or pay in lieu thereof, to any employee who is required to perform overtime work in conjunction with his regularly scheduled work day, unless specifically designated within the CBA between the parties.

**SECTION 11.** Employees will be charged overtime hours on the following basis:

- A. One hour of overtime at 1.5 rate = 1-1/2 hours of straight time.
- B. One hour of overtime at 2 rate = 2 hours of straight time.
- C. Employees who take vacation, or who are absent for any other approved reason, for five (5) working days or less, will be charged the overtime hours provided they would have been asked to work had they been present.
- D. Employees who take vacation, or who are absent for any other approved reason, for six (6) days or more will not be charged for any overtime hours while they were gone.
- E. Only overtime hours worked, refused, or that would have been offered will be charged to the employees as overtime hours.

**SECTION 12. Yearly Cycle**

- A. Annually on January 1, employees with overtime hours equal to or greater than the work unit average will be zeroed.
- B. Employees with less than the work unit average will receive a negative amount of hours that they were below the work unit average.
- C. At an employee's request, and as agreed to by the Company and Union, the employee may waive his overtime disparity and will be zeroed annually.

**SECTION 13. Work Units**

The work unit will consist of one or more bargaining unit employees. The work unit will be determined by mutual agreement between the Steward and the Site Manager. Their determination will be submitted to the Program Manager and the Union Chief Steward for agreement. In the event the Company and the Union cannot agree as to the makeup of a work unit, the issue will be resolved as specified by Article XV, Grievance Procedure, of the CBA, between the parties.

**LOCATION: RATSCAT**

**DEPT:**

<u>Site</u>	<u>Security</u>	<u>Engineering</u>	<u>Administration</u>
Custodian	Document Coord	Machinist	Electronic Tech
Hazardous Waste Tech		Model Maker	Supply Clerk
Engineering Tech			
HVAC Tech			
NV Electrical Tech			
Mechanic			
Mechanical Tech			

**LOCATION: RAMS**

**DEPT:**

<u>Site</u>	<u>Security</u>	<u>Engineering</u>	<u>Administration</u>
Custodian	Document Coord	Machinist	Electronic Tech
Hazardous Waste Tech		Model Maker	Supply Clerk
Engineering Tech			
HVAC Tech			
NV Electrical Tech			
Mechanic			
Mechanical Tech			

Notes:

1. Work units are each job classification under the Departments. For example: The HVAC at RAMS is one work unit. The Electrician at RAMS is another.
2. Overtime requiring specific skills will be offered by job classification.
3. Overtime for general support will be offered to low man within the department.  
Example: Escort is required for a Company at RAMS and involves overtime. The supporting department for the Company will offer the overtime to the person with the least amount of overtime within the department. If additional support is required from another department, the overtime will be offered to the person in that department with the least amount of overtime in that department. Overtime for escort of personnel in specialized areas will be offered to the low person with the job classification of the specialized area.