

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2021-215
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 05/25/2021

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State: California

Area: Yuba

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Employed on FA4890 ACC AMIC contract for Provide services to perform RQ-4 "Global Hawk", U-2 "Dragon Lady" and U-2 T-38 Companion Trainer Program (CTP) Contract Aircrew Training and Courseware Development (CAT/CWD) in support of operations at Beale AFB, CA and Grand Forks AFB, ND..

Collective Bargaining Agreement between contractor: The Rockhill Group, Inc., and union: International Association of Machinists and Aerospace Workers AFL/CIO, Beale, AFB Local 725 & 946, effective 02/01/2021 through 01/31/2024.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



2021 - 2024  
Collective Bargaining Agreement

Between

The Rockhill Group, Inc.

and

International Association of Machinists and Aerospace Workers  
AFL/CIO, District Lodge No. 725 and Local Lodge No. 946  
Beale, AFB

**RQ-4 and U-2 CAT/CWD**  
**Beale AFB, CA**

**Collective Bargaining Agreement**

Effective February 1, 2021 through January 31, 2024

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## **AGREEMENT**

This Agreement made and entered into this 22nd day of January 2021, to become effective 1 February 2021 by and between The Rockhill Group (TRG), Inc., (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 725, and its affiliated Local Lodge 946 (hereinafter referred to as the Union).

## **PREAMBLE**

The Parties have entered into this Agreement for the purpose of setting forth, in writing, the understandings they have reached with respect to wages, hours and working conditions of the Pilot/Mission Planner Instructors, Instructor Sensor Operators, and Technical Employees covered hereby, as well as to the rights of the Union and the Company, and to provide a peaceful means for the settlement of any disputes that may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

For purposes of simplicity, the masculine gender is used throughout this Agreement although it is understood that all references to gender include both sexes.

## **ARTICLE 1 RECOGNITION**

**Section 1.1 – Recognition and Bargaining Unit.** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of employees of TRG, performing work at the Beale Air Force Base, in the bargaining unit certified by the National Labor Relations Board in Case No. 20-RC-17699 excluding all Supervisors and Guards as defined in the Act, for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment of employees in the bargaining unit as herein defined.

**Section 1.2 – Union Rights.** The specific terms of this contract shall be the sole source of any rights that may be asserted by the Union against the Company.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 2.1 – Responsibilities of Company.** Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change or combine work schedules and work assignments, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business. It is understood and agreed that any of the powers and authority which the Company

had prior to the signing of this Agreement are retained by the Company except those specifically modified, delegated or granted by this Agreement.

The Performance Work Statement (PWS, Contract Number FA4890-18-C-002, or revisions thereof) is an agreement between the government contracting office and the Company for work completed under the RQ4/U2/CWD contract. The Company in collaboration with the government contracting office holds all responsibility for interpreting work and expectations defined by the PWS. The Company agrees to inform the Union of any changes or modifications to the PWS that directly relate to the Bargaining Agreement. Both Parties agree to meet and confer over said changes and negotiate in good faith mutually agreed upon modifications to this agreement in respect to said changes.

**Section 2.2 – Waiver of Rights.** The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

### **ARTICLE 3 UNION ACCESS TO OPERATIONS**

**Section 3.1 – Union Notification Requirements.** The Company agrees that the Business Representative and/or Grand Lodge Representative of the Union will be allowed access to the premises, subject to approval of the Air Force for the purpose of representing the bargaining unit employees. Before a Union Representative visits the shop, the Union will notify the Lead(s) as to the purpose of the visit. Such visits shall not unduly interfere with production or work being performed. The Union Representative shall notify the Lead(s) or his/her designee when he/she is arriving at and leaving the Company's operations. The Company will sponsor Union Representatives (in so far as possible) as a contractor when the Air Force provides for such contractor identification.

**Section 3.2 – Company Representation During Visit.** The Company, if it desires, may have a Company Representative accompany the Union Representative while he/she is visiting its operations. The Company shall allow the Union Representative privacy upon request for the purposes of conducting Union business.

### **ARTICLE 4 SHOP STEWARDS**

The Company shall recognize one (1) employee to act as Shop Steward for each base. The Shop Steward shall be duly selected by the Union. The Union will notify the Company of the elected Shop Steward. When elections for Shop Steward are held, the Company, with concurrence of the Air Force, will allow the election on Company used office space. Elections for Shop Steward held in Company used office space shall take place outside of normal work hours and shall not interfere with the operations of the Company. The Company shall recognize one (1) employee designated by the Union as an alternate shop steward. The alternate shop steward shall act in the place of the Shop Steward during his absence.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

**Section 5.1 – Definition.** For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union with respect to the alleged violation of a specific provision of this Agreement.

**Section 5.2 – Procedure.** Grievances as herein defined shall be processed in keeping with the following procedure:

**Step 1.** Both parties encourage the verbal resolution of disputes as quickly as possible. An aggrieved employee, with his/her steward, shall discuss the dispute with the Program Manager within seven (7) business days of the aggrieved action or knowledge thereof. If the grievance has not been satisfactorily resolved within seven (7) business days following its presentation to the Program Manager, then,

**Step 2.** The grievance must be submitted in writing on an IAM Grievance Statement Form sent within seven (7) business days of receiving the Program Manager's response in Step 1. All written communication for Step 2 and thereafter through the grievance process is sent via email communications with delivery receipt and must be followed by an acknowledgement from the recipient within 24 hours. No grievance may be submitted later than thirty (30) days after its occurrence. The Program Manager shall give their written response to the grievance within seven (7) business days of receipt. If the grievance is not satisfactorily resolved within seven (7) business days, or a timeline as agreed upon by both parties following the Program Manager's response, Step 3 may be invoked.

**Step 3.** The Union Business Representative and the Director of Human Resources or designated Labor Relations Representative agree to negotiate in good faith to resolve the grievance. If, after 60 days of invoking Step 3, the grievance remains unsolved and all resolution options are deemed as exhausted by either party in writing, Step 4 may be invoked.

**Step 4. Arbitration Appeal.** The Union or the Company may appeal the grievance to arbitration by making a written request for such action within not more than thirty (30) days from the date of the final written response in Step 3.

**Section 5.3 – Cases of Suspension and Discharge.** The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. If at any point during the resolution process, Union resolution efforts and/or communications cease, or the timeline is not met, except in those instances where the parties mutually agree in writing to extend such time limits, the grievance shall be waived. Likewise, should the Company resolution efforts cease, or the timeline is not met, except in those instances where the parties mutually agree in writing to extend such time limits, the grievance shall be awarded. In cases involving suspension or discharge, the grievance process will begin at Step 3 no more than seven (7) days following such action by the Company or knowledge therefore, and to include a written grievance on Union letterhead from the Union Business Representative to the Director of Human Resources or designated Company Labor Relations Representative following



such action by the Company. A final decision made with respect to any grievance in the first or second step of the grievance procedure shall apply to that grievance only and shall not become a binding precedent in the case of other grievances, nor a precedent which shall bind the parties in interpretation of this Agreement. All settlement of grievances in Step 1 or Step 2 must be consistent with the terms and conditions of this Agreement.

**Section 5.4 – Waiver of Time Limits.** No employee may leave the job, take up, or settle a grievance without requesting permission from the Lead Worker. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Any other employees in the bargaining unit attending a grievance meeting at any step are subject to the same provisions.

**Section 5.5 – Grievance Content.** The written grievance shall contain the following information:

1. Name(s) of the employee(s) involved.
2. Approximate date of alleged grievance
3. Date of first discussion of the grievance with the immediate Supervisor
4. Nature of the grievance
5. Current date
6. Article/Section of Agreement violated, and
7. Requested remedy.

**Section 5.6 – Arbitration Request.** Upon receipt of a notice to take a grievance to arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators for the purpose of selecting an arbitrator. Only the Union or the Company may invoke arbitration on the other.

**Section 5.7 – Arbitrator Selection.** Upon receipt of the panel, the Parties shall make mutually satisfactory arrangements for the purpose of selecting an arbitrator by the process of alternately striking the names from the list until only one (1) remains. The last remaining member shall serve as arbitrator. The Party initiating the grievance shall strike the first name from the panel. Either Party may reject one (1) panel. Upon such rejection, an additional panel shall be requested in writing from the Federal Mediation and Conciliation Service by the party rejecting such panel with a copy of such request to the other Party.

**Section 5.8 – Arbitrator's Authority.** The arbitrator's authority shall be limited to disposition of the grievance arising under the contract, and he may only interpret and apply the Contract provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, alter, modify, detract from or add to the terms of this Agreement. No award shall have retroactive effect prior to the date of the occurrence, which led to the filing of the grievance upon which the arbitrator's award is based.

**Section 5.9 – Arbitrator's Decision.** The arbitrator's award shall be final and binding upon the Company, the Union and the bargaining unit employees.

**Section 5.10 – Arbitrator's Fees.** The fees and costs of the arbitrator shall be borne equally by the Parties. Each Party shall otherwise pay its own costs and expenses.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

**Section 6.1 – Strikes.** During the term of this Agreement, the Union, its officers, agents, representatives and members covered by this Agreement, agree that there shall be no strikes (including sympathy strikes), concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment or acts of a similar nature which would interfere with production. Should the Union or employees covered hereunder breach this Article, the Company may discipline the employees involved up to and including discharge. In such event, the Union or affected employee may grieve disciplinary actions taken against any such employee only with regard to a question of an employee's participation in any of the above-described activities. However, once participation has been established, management's actions are no longer subject to the grievance procedure. In the event that employees cease work in violation of this Article, such employees shall not be entitled to any benefits or wages while they are engaged in such cessation of work.

**Section 6.2 – Lockouts.** The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

## **ARTICLE 7 BULLETIN BOARD**

The Company agrees to provide bulletin board space in the working area for the purpose of posting legitimate Union notices. This bulletin board may be used by the Union for the purpose of conveying official information from the Union to bargaining unit employees. The Union shall be the sole user of the bulletin board and only documents, which constitute official Union business, will be posted. The Union will not use the bulletin board to criticize the Company or its agents in any respect. All information to be posted is subject to advance approval of the Lead Worker for compliance with the standards set forth in this Article. The Company will not remove information, which it has approved for posting on the bulletin board.

## **ARTICLE 8 BARGAINING UNIT WORK**

**Section 8.1 – Rights.** The Company shall retain the right to determine the number of employees necessary to accomplish the work called for in providing services under its contract with the Air Force. In the event that the Company decides to use part-time workers, currently employed bargaining unit employees will be offered the opportunity to voluntarily switch to part-time status. Qualified employees who were previously laid off (refer to Section 10.4 (c)) or retired will be given first right of refusal for such part-time positions in the event that no current bargaining unit employees switch to part-time status. In that event, laid off employees will be given the first opportunity, using the recall procedures specified in Article 10.

**Section 8.2 – Part-time Employees.** Part-time employees are compensated at the same wage rate as full-time employees and are paid on all hours worked. Part-time employees (only) will receive a Health and Welfare allowance paid as additional compensation shown in table #1 below to the base wage rate as defined in Article 14 Table 3.

**Table #1**

<b>02/01/2021</b>	<b>02/01/2022</b>	<b>02/01/2023</b>
\$9.00 per hour	\$9.00 per hour	\$9.00 per hour

In addition, part-time employees will be compensated on a pro-rata basis for paid time off (PTO) for each hour worked.

**Table #2**

<b>Years of Service</b>	<b>Paid Time Off (PTO) Allotment</b>	<b>Formula</b>
Less than 3 years (35 months)	120	Hourly Rate *V/H Allotment /2080
3 years and less than 8 years (36 months – 95 months)	160	Hourly Rate *V/H Allotment /2080
8 years and less than 15 years (96 months – 179 months)	200	Hourly Rate * V/H Allotment /2080
15 Years or more (180+ months)	240	Hourly Rate * V/H Allotment /2080

**Section 8.2 (a) – 401 (k) Plan.** Part-time employees are eligible to participate in the Company 401(k) Plan.

**Section 8.2 (b) – Reporting Pay.** In the event a part-time employee reports to work and is unable to perform his or her duties as a result of an operational schedule change or trainer failure, he or she will be compensated a minimum of two (2) hours pay.

**Section 8.2 (c) – Definition.** Part-time employees are those who are routinely scheduled for less than 32 hours per week to meet the requirements of the daily schedule. Employment classification is conveyed in the employee's offer letter. Changes from part-time to full-time status are made through a formal offer letter or internal signed rate sheet.

**Section 8.2 (d) – ACC Family Days.** Any reduction in the number of ACC Family Days will result in a corresponding reduction in the number of hours used for calculating PTO. Reductions will be made in the first pay period following the reduction.

**Section 8.2 (e) – Working Rate.** A working rate of pay shall be considered the base rate of pay, Lead Worker pay, Assistant Lead Worker pay, and H&W allowance. However, H&W allowance pay shall not be paid during overtime hours for full-time employees.

## **ARTICLE 9 UNION SECURITY AND DUES CHECKOFF**

**Section 9.1 – New Hires.** All employees covered by this agreement shall, as a condition of employment, become members of the Union immediately after ninety (90) calendar days of employment, and remain members in good standing during the term of this agreement.

**Section 9.2 – Membership.** The Union will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, demands for termination of employment will not be made for reasons other than failure of an employee to tender dues and fees uniformly required as a condition of acquiring or retaining membership in the Union.

**Section 9.3 – Deductions.** Upon receipt of proper authorization, signed by the employee, the company shall deduct from the employees pay, the initiation or reinstatement fee, and semi-monthly dues payable by them, to the Union, in an amount as directed by the Union for the period specified, so long as he/she remains in the bargaining unit.

**Section 9.4 – Payment of Dues to the Union.** The sums deducted as stated above shall be forwarded to the designated financial officer of the Union no later 10 days following the month in which the deductions are made.

**Section 9.5 – Indemnification.** The Union will indemnify and hold the company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the company which are based on or arise out of any action taken by the company in accordance with the foregoing provisions of this Article, or in reliance on any list, list notice or assessment furnished under any of such provisions.

## **ARTICLE 10 SENIORITY**

### **Section 10.1 – Definitions.**

**Section 10.1 (a) - Seniority.** Seniority shall mean an employee's length of continuous service on current or predecessor contract(s). If application of the preceding sentence results in two (2) or more employees having the same seniority date, the employee with the earliest date of birth shall be deemed most senior. Seniority shall be applicable only as expressly provided in this Agreement.

**Section 10.1 (b) - Seniority List.** The Company will publish and display a seniority list showing dates of hire for all employees, by classification, within sixty (60) days of the effective date of this Agreement and, subsequently, when a change in the Seniority list occurs.

**Section 10.1 (c) - New Hires.** New employees shall be on probation for ninety (90) calendar days from the initial hire date during which time they may be

discharged at the sole discretion of the Company. If retained after the probationary period, their names shall be placed on the Seniority List as of their date of hire.

**Section 10.2 – Personnel Actions.** Seniority shall not be used as a factor in personnel actions, provided however, that seniority will be considered by the Employer in making layoff, recall and promotion decisions depending on the requirements of the Company's contract with the Air Force and if all other factors, including but not limited to qualification, skill and ability, are equal.

### **Section 10.3 – Layoff and Recall**

**Section 10.3 (a) Layoff.** The Company will provide thirty (30) days advance notice to those employees affected by a layoff when possible. Employees will receive a maximum of 80 hours PTO paid out upon layoff with 30 days or greater advance notice. Employees will receive PTO payout for all earned and unused PTO hours accrued in the current calendar year upon layoff with advance notice less than 30 days. Company may approve leave during notice period to minimize lost hours upon layoff.

**Section 10.3 (b) - Notice of Recall.** The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. A laid off employee shall promptly notify the Company of any change of address. The employee must, within three (3) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and thereafter return to work on such date. It is agreed that, when possible, the Company will allow recalled employees up to two (2) weeks to return to work. Employees who fail to properly notify the Company of their intent to return to work or fail to return to work as scheduled will be considered as a voluntary quit.

**Section 10.4 – Termination of Seniority.** An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

**Section 10.4 (a) – Discharge.** Discharge for just cause, retirement, or resignation (quitting for whatever reason);

**Section 10.4 (b) – Failure to Return to Work after Recall.** Failure to give notice of intent to return to work after recall within the time period specified in Section 10.3 (b) of this Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

**Section 10.4 (c) – Employment Lapse.** Time lapse of six (6) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason.

**Section 10.4 (d) – Failure to Return to Work after a LOA.** Failure to return to work upon expiration of a leave of absence, unless the Company, in its sole discretion, determines that it is legally obligated to extend the leave of absence.

**Section 10.5 – Termination Notification.** The Company shall notify the employee and the Union, in writing, of the reason for termination within five (5) business days following such action.

## **ARTICLE 11 HOURS OF WORK**

**Section 11.1 – Workweek.** The normal workweek will begin at 12:01 AM Sunday and end at midnight the following Saturday. The normal but not guaranteed workweek for each employee shall consist of five (5) days per week from Monday through Friday. An instructor schedule will be one in which the employee's normal but not guaranteed work week is a forty (40) hour, five (5) day per week schedule. Employees whose work schedules permit, as determined by the Lead worker, will be allowed to take one-half hour lunch breaks (IAW California state law), with the prior approval of the Lead worker. This approval will not be unreasonably denied.

**Section 11.2 – Work Hours.** The normal workweek hours will be from 0630 to 1800, Monday through Friday. Flex time schedules may exceed this timeframe, under the provisions of Section 11.4, Alternate Workweek/Flex Time schedule.

**Section 11.3 – Hours of Operation.** The hours of operation are defined in the Company's contract with the Air Force. The Union acknowledges the responsibilities of the Company's operation as they are related to the support of the United States Air Force (USAF) objectives. The parties realize the USAF may, from time to time, make unusual and immediate demands in conjunction with support requirements. Consequently, all personnel may be called upon to perform whatever duties are required for adequate performance of support requirements for the mission and operational capabilities for U-2/T-38 and RQ-4 Aircrew Training.

**Section 11.4 – Alternate Workweek/Flex Time Schedule.** An employee may request an adjustment to the normal workweek schedule or request flex time scheduling within the same pay period under the following conditions:

**Section 11.4 (a) – Submission and Approval.** All requests will be submitted through the Union Shop Steward and approved by the Lead Worker. The Lead Worker has sole authority to approve, disapprove or rescind any request for alternate workweek or flex time schedules. The Lead Worker will provide at least 48 hours' notice prior to rescinding a previously approved alternate workweek schedule.

**Section 11.4 (b) – Schedule.** Flex time scheduling must occur and be completed by the end of the following pay period in which time off was taken.

**Section 11.4 (c) – Work Restriction.** No employee may work more than 10 hours in a single workday during an alternate workweek or flex time schedule. However, an employee may choose to work up to twelve (12) hours, if asked by the Lead Worker.

**Section 11.4 (d) – Overtime Waiver.** The employee agrees to waive any overtime payment when an alternative workweek or flex time schedule results in the employee working more than 8 hours in a day.

## **ARTICLE 12 OVERTIME**

**Section 12.1 – Overtime Pay.** Any employee working approved overtime exceeding eight (8) hours in a 24-hour period or works more than 40 hours in a workweek will receive overtime pay at the rate of one and one-half times the employee's base rate. Overtime will be approved and authorized by the Program Manager and in accordance with Article 11.

**Section 12.2 – Mandatory Overtime.** During peak performance periods, the Company has the authority to require overtime in order to fulfill contract requirements. A volunteer in the required specialty will be given priority. Overtime will be paid at the rate of one and one-half times the employee's base rate for all hours or parts thereof which exceeds eight (8) hours in a 24-hour period or 40 hours in one workweek and in accordance with Article 11.

**Section 12.3 – Overtime Calculation.** For purposes of calculating overtime, no Paid Time Off (PTO) of any type, or unapproved hours, will be used to calculate an employee's actual workweek. Overtime hours is defined as one and one-half (1.5) times base wages for hours exceeding 8 hours but less than 10 hours per day, 40 hours per week, or as determined by state law. Overtime hours exceeding 10 hours per day is defined as two (2) times base wages, 40 hours per week, or as determined by state law. Compensation defined as one and one-half (1.5) or two (2) times pay is not eligible for inclusion in overtime calculations. Overtime is only authorized upon approval by the Program Manager and in accordance with Article 11.

**Section 12.4 – Pay Rate.** An employee will be paid at the rate of twice times their base rate for any hours or partial hours worked on a holiday. This is not intended to pyramid overtime; rather this pay is considered overtime.

## **ARTICLE 13 CLASSIFICATION AND PAY**

**Section 13.1– Pay Frequency and Method.** All wages payable to employees hereunder shall be paid semi-monthly on the 15<sup>th</sup> and the last day of each month via required direct deposit.

## **ARTICLE 14 COMPENSATION**

**Section 14.1 – Rates of Pay.** The following wage rates will be effective February 1, 2021 and for the period of this Agreement and apply to all bargaining unit employees:

**Table #3**

	<b>2/01/2021 3%</b>	<b>2/01/2022 3%</b>	<b>2/01/2023 3%</b>
<b>Pilot/Mission Planner Instructor/SME</b>	\$74.35	\$76.58	\$78.87
<b>Sensor Operator Instructor/SME</b>	\$57.45	\$59.18	\$60.95

<b>Education Technologist</b>	\$55.07	\$56.73	\$58.43
<b>BRI Programmer/ CBT Specialist</b>	\$55.07	\$56.73	\$58.43
<b>Graphic Artist</b>	\$53.28	\$54.88	\$56.53
<b>Word Processor I</b>	\$34.06	\$35.08	\$36.14

**Section 14.2 – Health and Welfare Benefits.** The following health and welfare rates (Table #4) for the period of this Agreement shall apply, and be paid to all full-time bargaining unit employees, not to exceed 2080 hours in year:

**Table #4**

<b>2/01/2021</b>	<b>2/01/2022</b>	<b>2/01/2023</b>
\$9.00 per hour	\$9.00 per hour	\$9.00 per hour

**Section 14.3 – Reporting Time.** Full-time employees reporting for work will receive a minimum guarantee of four (4) hours work or pay. This section does not apply to any employee who voluntarily leaves work early. Part-time employees scheduled to work, which was cancelled within two (2) workdays, shall be paid four (4) hours of pay.

Instructor Sensor Operators (ISO) are allotted eight (8) hours of post flight recovery and will not be involuntarily scheduled for a training event within 8 hours of the end of the flight duty period when performing flight duties. Lead Worker will manage the schedule to ensure reporting time after post flight recovery is provided. ISO is not eligible for overtime hours due to extended flight duty without prior approval by the Program Manager. Flex schedule may be used to offset flight hours or make up hours missed due to post flight recovery. ISO is not paid for missed, unworked hours due to post flight recovery. Employees, via written request and written approval by the Program Manager may participate in government-led briefings, training, and meetings during the normal workday when deconflicted with scheduled events and for TRG direct contract work only. Employees, except those designated as a Lead Worker, are not authorized to attend meetings, briefings, or other events directly related to contract matters.

**Section 14.4 – Flight Pay.** When an Instructor Sensor Operator is acting in the capacity of a Flight/Aircrew Instructor (pre-brief, flights [which include live operations and training missions], and de-brief only), will be paid an additional \$3.50 per hour. Sim missions are not included.

**Section 14.5 – Government-Directed Worksite Closures.** Employees shall comply with Government directions regarding emergency base closures relating to the safety and welfare of base employees, such as and not limited to fires and weather. If the Government closes the base during a normal workday; affected employees shall delay their report time until the Government specified time or until the next normal workday (whichever is earlier) and will be paid for normal workday.

## **ARTICLE 15 HOLIDAYS**

**Section 15.1 – Recognized Holidays.** The following eleven (11) days each year shall be paid holidays. Full-time employees will receive eight (8) hours pay at their working rate of pay.

New Year's Day

Labor Day



Martin Luther King Day  
Veterans' Day  
Thanksgiving Day  
Independence Day  
Christmas Eve

Presidents' Day  
Memorial Day  
Christmas Day  
Columbus Day

And mandated holidays declared by the Federal Government to include Congress and the President of the United States.

**Section 15.2 – Holiday Designation.** Any Holiday falling on a weekend day will be celebrated on the day set by the Air Force. Employees will not be required to work on a holiday except when dictated by the operational needs of the Air Force and the Company.

**Section 15.3 – Employee Pay Status.** An employee must be on a paid status on the business day before and on the business day after a holiday occurs in order to receive holiday pay. The employee's business day will be considered the day the employee is scheduled to work before and after the holiday. A paid status is defined as receiving pay for hours worked, PTO, bereavement, military leave with differential pay, or jury duty.

**Section 15.4 – Hours Worked on a Holiday.** All hours or partial hours worked on a Holiday will be paid at twice the employee's working rate of pay. This is not intended to pyramid overtime; rather this pay is considered overtime.

**Section 15.5 – Family Days.** Full-time employees will be provided 8 hours of Company Paid Time Off (CPTO) for Family Days designated by Air Combat Command (ACC) or Beale AFB Installation Commander. A maximum of five (5) days per calendar year will be designated as Family Days.

**Section 15.5 (a) - Alternate Work Schedule.** Full-time employees who are on an alternate workweek schedule will be required to make up the difference in Holiday/Family Day hours and scheduled work hours on a day or days determined by the Lead Worker. All make up hours must occur within the same pay period.

**Section 15.5 (b) - Rescinding an Alternate Work Schedule.** The Lead Worker has full authority to rescind an alternate workweek or flex time schedule of any employee attempting to abuse the alternate workweek or flex time policy in order to maximize time off during the week of a Holiday or ACC Family Day.

## **ARTICLE 16**

### **Personal Time Off (PTO)**

**Section 16.1 – Qualifying Period.** The qualifying period for PTO shall commence with the original date of employment of the respective employee, as outlined in the Federal Government's Wage Determination, and shall be measured on the basis of an employee's anniversary date.

**Section 16.2 – PTO Hours** (Table #5). (For part-time employees see section 8.2)

**Table #5**

<b>Years of Service</b>	<b>Hours Per Pay period</b>	<b>Hours Per Year</b>	<b>Days Per Year</b>
Less than 3 years (35 months or less)	5 hours	120 hours	15 days
3 years and less than 8 years (36 months – 95 months)	6.67 hours	160 hours	20 days
8 years and less than 15 years (96 months – 179 months)	8.33 hours	200 hours	25 days
15 and over 180+ months	10 hours	240 hours	30 days

**Section 16.3 – PTO Carryover.** In accordance with CA law, employees will *not* be subject to carryover limits. The Lead Worker approves or denies PTO based on contract expectations, seniority, and allowable limits. Employees hold full responsibility to use all necessary leave prior to the end of the contract, within approval guidelines, and to avoid lost hours per the payout maximum. The Company reserves the ability to limit the number of employees approved for leave taken at the same time. The Company is not liable for hours lost due to denied leave as a result of the maximum number of allowed employees on leave at the same time, last minute requests, or inability to accommodate excessive leave balances at the end of the contract.

**Section 16.4 – Pay in Lieu of PTO.** Employees may not request pay in lieu of time off for PTO. The intent of this provision is to cause each employee to use PTO awarded for time off. PTO shall be paid at the employee's working rate of pay at the time PTO is taken.

Per this Collective Bargaining Agreement and in accordance with California Labor Code 227.3, PTO will be paid out at a maximum of 80 hours at the working wage rate as defined by Article 8.2 (3) and base wages in Article 14 Table 3 upon layoff with 30 days or greater advance notice, termination, and end of contract separation from employment with the Company.

**Section 16.5 – Requesting PTO.** PTO shall be taken at such time as designated by mutual agreement between the Company and employee and shall not be canceled unless required by the operational needs of the Air Force or the Company. PTO can be taken in hourly increments as desired, consistent with scheduling needs of the Company.

It is understood that all Bargaining Unit employees will maintain (continuation of) their seniority for all purposes associated with contract change over. Leave without pay may be utilized to offset previous unused PTO with the incumbent contractor during the first contract year, with approval of such time off, from the Company.

## **ARTICLE 17**

### **401(k) PLAN**

**Section 17.1 – Contribution** – All employees covered under this agreement shall be eligible to participate in the company sponsored 401(K) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations.

## **ARTICLE 18**

### **OTHER BENEFITS**

#### **Section 18.1 – Bereavement Leave**

Bereavement Leave of up to a maximum of 40 hours per incident will be granted when the employee requests an absence from work due to a death in his/her immediate family. "Immediate family" includes the employee's:

- (1) Parents (employee's parents, stepparents, or an individual who stood in the place of a parent to the employee when the employee was a child).
- (2) Current spouse or current same sex domestic partner.
- (3) Children, stepchildren, and their current spouses.
- (4) Siblings, stepsiblings, half siblings, and their current spouses.
- (5) Grandparents, step-grandparents, grand-children, and step-grandchildren.
- (6) Current spouse's or current same sex domestic partner's parents (same definition as employee's parents), grandparents, step-grandparents, children, stepchildren, grandchildren, and step-grandchildren.
- (7) Current spouse's or current same sex domestic partner's siblings, stepsiblings, half siblings, and their current spouses.

Employees will use PTO for absences relating to deaths of individuals not considered immediate family members and may be approved for unpaid leave once PTO is exhausted per company policy. The employee should notify the Company of the absence as soon as possible. The 40 hours of bereavement leave need not be taken consecutively. The 40 hours of bereavement leave will be paid at the employee's regular base rate of pay as defined in Article 14.1. The Company may request employees to provide documentation for approval of bereavement leave pay.

#### **Section 18.2 – Jury Duty**

Employees who are required by proper court order or summoned to be absent from work in connection with jury duty or testimony will be paid the earnings he would have received for a regular scheduled eight (8) hour shift. Employees called for jury duty or testimony and released by the court with less than four (4) hours service (including travel time) will be expected to return to work for the remaining portion of his normal workday. Payment will be made at the employee's regular base pay rate.

### **Section 18.3 – Travel**

Represented employees traveling at the request of the Company will follow U.S. Government Joint Travel Regulations for reimbursement of travel-associated costs.

When an employee is required to work TDY, they shall be paid the working hourly rate plus applicable overtime in accordance with the JTR, state law, and flex schedule.

If an employee is sent TDY, they shall receive approved reimbursement, in addition to the above, transportation, lodging, mileage (when using personal vehicle), upon receiving employee's itemized receipt.

All travel reimbursements require an itemized receipt to accompany travel voucher upon request for reimbursement and must be submitted within five (5) business days following return from TDY.

Added expenses, to include and not limited to additional baggage, business or first-class seats, other airline expenses, rental car or hotel upgrades, or alternate travel locations must be approved by the Program Manager in advance.

Employees on TDY for two or more consecutive workweeks and requires the employee to be away from home over a normally unscheduled weekend will be reimbursed for laundry expenses per JTR guidelines.

The Company will provide one PTO day for each weekend day when an employee on TDY is required to be away from home over an otherwise unscheduled weekend for work that carries into the next consecutive workweek unless the employee is in a paid status or voluntarily stays later or arrives earlier than the TDY requires.

When TDY is necessary to fulfill contract requirements, the Company will first seek volunteers to conduct the business travel assignment. In the event volunteer efforts fail, the Company will use reverse seniority to assign an employee for TDY. To ensure a fair and equitable selection process, reverse seniority does not reset based on scheduled travel, and only after all applicable employees have been selected.

### **Section 18.4 – Military Leave**

Any employee of the Company who is inducted into or recalled to military service of the United States and who by reason of such service is entitled under the law to be regarded as a Veteran, shall, upon his general or honorable discharge and his receipt of a certificate of the satisfactory completion of his military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act of 1994. Employees will be eligible for differential pay for military leaves of absence. For the purposes of this agreement the "Annual Military Allotment" will be 22 days (176 hours) per calendar year and is paid on the first 176 hours of approved military leave taken each calendar year. Differential pay will be calculated based on the employee's base rate of pay, as defined in Article 14.1 for the number of days or hours on military leave. Military pay in the differential calculation will include base pay only. The employee must provide a current LES within 21 calendar days of the dated LES. Eligible military leave taken and

not supported by an submitted LES within 21 days may be subject to forfeiture of military leave differential unless otherwise approved in advance by the Program Manager.

Employees who are called to service for more than thirty (30) consecutive days of active duty or military training will be furloughed in accordance with USERRA regulations and reemployed as required and in compliance with USERRA and company policy. Employees who are furloughed for active-duty military service are classified in an inactive, unpaid employment status and will return to active, paid status upon reemployment in compliance with USERRA.

All full-time employees who serve in an active-duty capacity as a military Reservist or otherwise, are required to inform the Company of any active-duty service requirements as soon as possible prior to the service date or knowledge thereof, if such service occurs during the contract and/or PWS workweek. The employee may complete a form providing details regarding the active-duty period as long as it does not violate any security protocol. However, the employee may opt to provide verbal notice of military service direct to the Director of Human Resources and Program Manager only (email is acceptable) and in place of the written form as allowed under USERRA. . Information provided must be in compliance with the Company Military Leave Policy and associated checklists and forms provided such policies, forms and checklists are not in conflict with USERRA. Employees who provide false information are subject to disciplinary action up to and including termination. The Company reserves the right to verify active-duty service information provided by the employee as allowed by law. The Company agrees to inform the union in writing upon knowledge of any concerns relating to an employee's active-duty service.

**Section 18.5 – Benefit Changes.** The Company will make all reasonable attempts to maintain the best possible balance of cost and quality and shall notify the Union should a material change be required to maintain this balance.

**Section 18.6 – Benefits Applicability.** The benefits will apply to all bargaining unit employees. If there are any subcontractor arrangements, the benefits offered by the subcontractor will match as closely as possible to those benefits offered by the Company.

**Section 18.7 – IAM Pension.** The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day/hour or portion thereof to a maximum of forty (40) hours per work week for which employees in all job classifications covered by this Agreement are entitled to received \$2.00 per hour of pay under this Agreement. In addition, effective February 1, 2021, the Company will contribute to the Fund under the schedule of additional contribution rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the “2019 Rehabilitation Plan”), which is incorporated by reference into the Supplemental Agreement. Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer's contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect.

## **ARTICLE 19 LEAVES OF ABSENCE**

**Section 19.1 – Length.** Leaves of absence without pay may be granted at the sole discretion of the Company upon request by an employee, for a period not to exceed sixty (60) calendar days.

Except in cases of emergency, employees must request such unpaid leaves to the Lead Worker, in writing, at least five (5) calendar days prior to the date the unpaid leave would begin.

**Section 19.2 – Seniority Rights.** Employees on unpaid leaves of absence shall retain seniority while on leave, consistent with Article 10, Section 10.4. An employee shall lose his/her seniority and be terminated for the following:

- a) Failure to return from a leave of absence on the agreed upon date,
- b) Falsifying a reason for a leave of absence; and/or
- c) Becoming gainfully employed during a leave of absence without prior approval from the Company.

**Section 19.3 – Extensions.** Any requests for extensions past the sixty (60) days may be granted at the sole discretion of the Company.

**Section 19.4 – Federal Law Compliance.** The Company agrees to comply with all State and Federal statutes to include but not limited to the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), and California Family Rights Act (CFRA). Both parties agree to meet and confer on changes with State and Federal statutes that directly affect this Agreement in advance of the grievance process. In addition, this Agreement recognizes the Company COVID-19 policy to ensure the safety and welfare of all employees under the declared public emergency known as the COVID-19 pandemic or any other federally declared pandemic.

## **ARTICLE 20 ANNUAL FAA MEDICAL EXAMS**

**Section 20.1-** Provisions of this section only apply to Instructor Sensor Operators who are required to hold an FAA Flight Medical Certificate to perform their job. The Company shall reimburse employee the full cost of annual FAA flight medical physical exams. FAA medical exams may be completed during normal working hours at a time that is scheduled by mutual agreement between the Company and the employee. In such case, the employee shall be paid normal wages for all work time missed. Employee must submit a receipt for the cost of their medical exam directly to the Company for reimbursement within 30 days of the exam date.

## **ARTICLE 21 SUBSTANCE ABUSE**

**Section 21.1 – Drug and Alcohol-Free Workplace.** The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal of both parties to protect the health and safety of employees and to promote a productive workplace, as well as to protect the reputation of the Company, the Union and the employees. Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Company premises. The Company also prohibits an employee from being under the influence of illegal drugs or alcohol while at work.

**Section 21.2 – Drug Testing Program.** Bargaining unit employees may be subject to pre-employment and random drug/alcohol testing. The Company agrees that any such testing will be

conducted in compliance with applicable Department of Transportation (DOT) regulations. Pre-employment drug testing (if scheduled by the Company) is a condition of employment.

## **ARTICLE 22 NEW JOBS**

**Section 22.1 – Notification.** When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union of the requirements. The Union shall have thirty (30) days from the date of establishment in which to request collective bargaining regarding the rate of pay. If necessary, this matter is subject to the grievance procedure up to and including arbitration.

**Section 22.2 – Job Qualifications.** The Company has the right to determine the job qualifications of new classifications. Copies of job descriptions and required qualifications shall be retained by the Lead Worker and shall be made available to employees upon request. The Union shall be advised, in writing, of any revisions or modifications of job descriptions or qualifications.

## **ARTICLE 23 SAVINGS CLAUSE**

**Section 23.1 – Invalidation of a CBA Provision.** If any federal or state legislation, governmental regulations or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

**Section 23.2 – Clause Replacement.** Within thirty (30) calendar days, the Company and the Union shall meet to attempt to negotiate new contract language to replace the particular clause(s), which was invalidated by Federal, or state legislation.

## **ARTICLE 24 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on the contract as identified in Article 1, The Company shall be released from all obligations on the project(s) so affected under this Agreement.

## **ARTICLE 25 NON-DISCRIMINATION**

The Company and the Union agree not to discriminate against any employee covered by this Agreement because of race, color, religion, sex, age, national origin, marital status, or disability with respect to all terms and conditions of employment. Claims of such discrimination will not be subject to the grievance and arbitration provisions of this Agreement. The Company and the Union agree not to unlawfully discriminate against or harass any employee because of membership in or non-membership in the Union.

## **ARTICLE 26 INSURANCE PLANS**

The Company will offer group medical insurance for employees and their dependents which provides the same coverage, benefits and employee costs as the medical insurance provided to non-bargaining unit employees on a company-wide basis, except as modified by this Agreement. All issues such as eligibility, enrollment, and claims will be as specified in the plan documents. Employees will pay for 100% of the cost for all elected coverages through semi-monthly payroll deductions. The Company provided health and welfare benefit can be used to offset the cost of any elected coverages.

## **ARTICLE 27 PROMOTIONS**

**Section 27.1 – Seniority Rights.** The Company will endeavor to transfer employees to higher paid positions from within the bargaining unit if available employees have the skill and ability necessary to do the work. If two or more employees are eligible and express interest, seniority shall govern if qualifications are substantially equal.

**Section 27.2 – Open Position.** The Company will notify the bargaining unit employees of any openings to be filled within the bargaining unit prior to filling the position. Equal consideration for open positions will be given to both internal and external candidates and as approved by the contracting office.

**Section 27.3 – Probationary Period.** Upgraded employees will be considered on probation in new positions for ninety (90) calendar days after upgrading. During this period, the Company may, at its discretion act to reclassify the employee to their former occupation if determined, by the Manager or his designee, that the employee is not meeting the qualifications for that job classification.

## **ARTICLE 28 SECURITY**

**Section 28.1 – Union Recognition.** The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the government.

**Section 28.2 – Violation of Security Agreements.** The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the government.

**Section 28.3 – Security Clearances.** It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work, and that Government denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.



**Section 28.4 – Release of Liability.** It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States government.

**Section 28.5 – Seniority Reinstatement.** The Company will reinstate the seniority of an employee whose denied security clearance is reinstated by the Federal Government within one (1) year and upon approval from the contracting office.

## **ARTICLE 29 DURATION AND TERMINATION**

**Section 29.1 – Expiration Date.** This Agreement shall continue in full force and effect through January 31, 2024.

**Section 29.2 – Notice to Modify or Terminate Automatic Renewal.** This Agreement shall continue in effect for successive yearly periods after January 31, 2024 unless notice is given in writing by either the Union or the Company to the other party at least sixty (60) days prior to January 31, 2024, or prior to subsequent termination dates after January 31, 2024. If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate, on December 1, 2020, or the subsequent anniversary datem as the case may be.

**Section 29.3 – Bargaining During Contract Term.** The Company and the Union agree to create and apply a process for handling any possible changes to this Agreement during its term.

**Section 29.3 (a) – Notification.** Either party may provide ten (10) day notice to the other party of a desire to amend or modify the Agreement. Providing that both parties agree, the parties will meet within sixty (60) calendar days to discuss the proposed change. Subsequent meetings may occur to the extent the parties mutually agree.

**Section 29.3 (b) – Articles Excluded from Negotiation.** With the exception of Articles 1, 2, 6, 9 and 28 of this Agreement, any provision of this agreement may be the subject of a proposed change.

**Section 29.3 (c) – Proposal Review Committee.** The negotiating committees will each appoint two (2) members or a mutually agreeable number to serve on a Proposal Review Committee. If the members of the Proposal Review Committee reach a consensus that a change should be made, the Union will have the opportunity to allow its membership to vote on the action and the action will only be implemented upon ratification.

**Section 29.3 (d) – Ratification of Changes.** Any change which is agreed to and ratified through this process, will be reduced to writing and executed by all members of the Negotiating Committee, and at that time shall be binding upon the parties.

## **ARTICLE 30 INFORMATION TO THE UNION**

**Section 30.1 – Employee Information.** The Company agrees to furnish to the Business Representative's office, a list of employees by name, employee number, job classification, who are hired, rehired, reinstated, promoted, transferred, reclassified, downgraded, granted approved leaves of absence, terminated, laid off, and recalled from layoff. Such lists shall be furnished at the end of the pay period the week following the effective dates of such actions.

**Section 30.2 – Seniority List.** A seniority list covering all the employees in the bargaining unit shall be furnished to the Business Representative's office and shall include the following information: name, employee number, job classification, rate of pay, and Company and job classification seniority dates grouped by job classification. The Company will furnish a new seniority list when any changes occur. Electronic transmission will be acceptable.

## **ARTICLE 31 LEAD WORKER -- DESIGNATION AND RESPONSIBILITIES**

**Section 31.1** The Company will determine (in whole or in part) the use and number of Lead workers where practicable. The Union and its members will work cooperatively with Lead Workers to encourage the effective use of the Lead Worker function. The designation and selection of Lead Workers may be subject to government approval before implementation.

**Section 31.2** The Company agrees that it will maintain the use of Lead Workers consistent with the provisions of this Agreement. The Steward and/or Business Representative of the Union will be responsible for discussing with the designated Company Representative the application of this Section.

**Section 31.3** Lead Worker is a designation given to select and appoint employees who may lead cross-functional work crews throughout the RQ-4, U-2/T-38 Contract Aircrew Training (CAT)/Courseware Development (CWD) process. The Lead Worker will have final decision for his/her area.

### **Section 31.4 Posting Lead Workers:**

**A.** Lead Worker openings shall be posted within the work organization and work group. All qualified personnel will be eligible. The posting shall specify the classification and requirements from which the Lead Worker shall be selected as outlined below:

- 1.** Subject Matter Expert (SME)
- 2.** Full-time employee

(Upon mutual agreement between the IAM Business Representative and the Company, additions to Lead Worker areas of responsibility may be made).

**B.** Those employees within the Organization, who feel they are qualified for the opening, as posted, may apply for such Lead Worker openings.

### **Section 31.5 Selection of and Placement of Lead Workers:**

The Company and the Union will work together on the selection of Lead Workers. The Company and the government contracting office will have final determination in the selection of a Lead Worker. Consideration will be given to the following:

- A. Seniority
- B. Disciplinary actions or complaints on file
- C. Qualifications

All Lead Workers will have a 120-day probationary period upon placement into a Lead Worker position. Employees not meeting expectations can be removed from the Lead Worker position at any time during the probationary period and will not be subject to the grievance procedure. If removed, the Union Steward will be notified and provided with an explanation of the reasons for removal.

If a Lead Worker engages in willful abuse of responsibilities, he/she may be removed.

### **Section 31.7 Lead Worker Pay:**

A designated Lead Worker shall receive, starting at the time of appointment, \$6.50 for all hours paid above their current regular rate.

### **Section 31.8 Lead Workers responsibilities are as follows:**

- A. Reports directly to the Company Program Manager (PM).
- B. Performs SME functions as scheduled in support of CAT and CWD.
- C. Develops and maintains CAT/CWD schedules IAW government requirements.
- D. Leads, directs, and assigns work for timely accomplishment of government tasking. Keeps the PM informed of contract progress, issues, and concerns.
- E. Reviews CAT/CWD products for accuracy, quality, and completeness. Ensures products meet government standards and delivery times. Monitors performance of the computer systems supporting CAT/CWD.
- F. Maintains Personnel Schedules ensuring tasking is completed on time. Overtime shall not be scheduled without express approval from the PM. This includes scheduling flex- and part- time as needed, monitoring employee entries on the electronic timecard system and approving timecards for the Company's accounting system.
- G. Schedules and approves paid time off (PTO) IAW the CBA and Company procedures for employees. A Lead Worker's PTO must be approved by the PM and not by another Lead Worker.
- H. Monitors, assists, and reports Personnel actions as required.
- I. Drafts and forwards monthly contract progress reports to the PM in a timely manner. Report content and timing is IAW the Performance Work Statement. Any significant issues should be provided to the PM immediately and included in the monthly report after coordination with the PM.
- J. It is not the responsibility of the Lead Worker to hire, fire or discipline employees, however, comments and suggestions may be provided to the PM

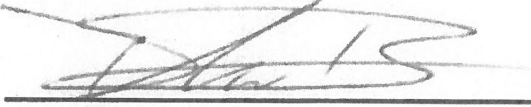
- K.** If a Lead Worker is absent (for any reason) for more than 14 consecutive days, the full-time employee with the most Bargaining Unit seniority will be offered to act as the backup Lead Worker. "When an alternate employee is designated to assume the lead duties the primary Lead Worker shall not receive the addition to base pay (for such period of leave beyond the first 14 days), and the alternate shall receive the addition on day 15 and thereafter until the primary Lead Worker returns. The addition shall be managed through the payroll system."
- L.** Notifies the PM, Union Safety Representative, and government personnel, (as applicable) when there is any serious abnormality in their area, e.g., a fire, a reportable environmental spill or an emissions concern, process shutdown, major process deviation, major equipment failure and all injuries.
- M.** In the event of an emergency that necessitates the need for Fire Services and/or other first responders the Lead Worker will provide information to the responding personnel. Performs a head count after evacuations and contains their crew within a safe distance and designated location as previously determined by management in their Emergency Evacuation Plan.
- N.** Provides hardware and software requests to the PM when deficiencies are identified.
- O.** Performs rounds in their area to monitor progress.
- P.** Ensures that good housekeeping is maintained in the work areas.
- Q.** Will not disregard any area of this agreement in whole or in part unless coordinated with the PM.

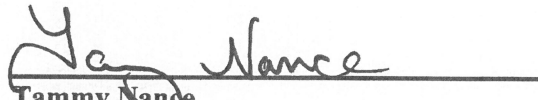
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective Representatives duly authorized on January 26, 2021:

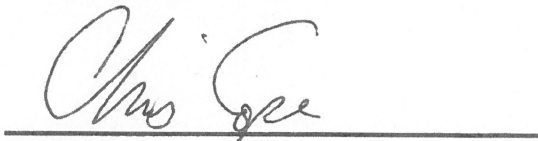
**The Rockhill Group, Inc.**

  
\_\_\_\_\_  
**Jessica Rockhill**  
**Chief Financial Office**  
**The Rockhill Group, Inc.**

**International Association of Machinists  
and Aerospace Workers (IAMAW)  
District Lodge 725**

  
\_\_\_\_\_  
**David Brewer**  
**Asst. Directing Business Representative**  
**IAMAW 725 Local Lodge 946**

  
\_\_\_\_\_  
**Tammy Nance**  
**Negotiator**  
**IAMAW Local Lodge 946**

  
\_\_\_\_\_  
**Chris Cope**  
**Union Steward**  
**IAMAW Local Lodge 946**

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2022-594
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 12/02/2022

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State: North Dakota

Area: Grand Forks

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Employed on FA4890 HQ ACC AMIC contract for The contractor shall furnish all personnel, equipment, tools, materials, supervision, and all other items and services that are required to perform RQ-4 “Global Hawk”, U-2 “Dragon Lady” and U-2 T-38 Companion Trainer Program (CTP) Contract Aircrew Training and Courseware Development (CAT/CWD) in support of operations at Beale AFB, CA and Grand Forks AFB, ND..

Collective Bargaining Agreement between contractor: The Rockhill Group, Inc., and union: International Association of Machinists and Aerospace Workers AFL/CIO, District Lodge 5 Local Local 2525, effective 02/01/2021 through 01/31/2025.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



**2021-2025  
Collective Bargaining Agreement**

**Between**

**The Rockhill Group, Inc.**

**and**

**International Association of Machinists and Aerospace Workers  
AFL/CIO, District Lodge 5, and Local Lodge 2525**

**RQ-4  
Grand Forks AFB, ND**

**Collective Bargaining Agreement**

**Effective February 1, 2021  
Through January 31, 2025**

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## **AGREEMENT**

This Agreement made and entered into this 29th day of January 2021, to become effective 1 February 2021 by and between The Rockhill Group (TRG), Inc., (hereinafter referred to as the Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 5, and its affiliated Local Lodge 2525 (hereinafter referred to as the Union).

## **PREAMBLE**

The Parties have entered into this Agreement for the purpose of setting forth, in writing, the understandings they have reached with respect to wages, hours and working conditions of the Pilot Instructors and Instructor Sensor Operators, covered hereby, as well as to the rights of the Union and the Company, and to provide a peaceful means for the settlement of any disputes that may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

For purposes of simplicity, the masculine gender is used throughout this Agreement although it is understood that all references to gender include both sexes.

## **ARTICLE 1 RECOGNITION**

**Section 1.1 - Recognition and Bargaining Unit.** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of employees of TRG, performing work at the Grand Forks Air Force Base, in the bargaining unit certified by the National Labor Relations Board in Case No. 20-RC-17699 excluding all Supervisors and Guards as defined in the Act, for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment of employees in the bargaining unit as herein defined.

**Section 1.2 - Union Rights.** The specific terms of this contract shall be the sole source of any rights that may be asserted by the Union against the Company.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 2.1 - Responsibilities of Company.** Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force, to establish, eliminate, change or combine work schedules and work assignments, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of

the business. It is understood and agreed that any of the powers and authority which the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified, delegated, or granted by this Agreement.

**Section 2.2 - Waiver of Rights.** The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

### **ARTICLE 3 UNION ACCESS TO OPERATIONS**

**Section 3.1 - Union Notification Requirements.** The Company agrees that the Business Representative and/or Grand Lodge Representative of the Union will be allowed access to the premises, subject to approval of the Air Force for the purpose of representing the bargaining unit employees. Before a Union Representative visit to the shop, the Union will notify the Lead(s) as to the purpose of the visit. Such visits shall not unduly interfere with production or work being performed. The Union Representative shall notify the Lead(s) or his/her designee when he/she is arriving at and leaving the Company's operations. The Company will sponsor Union Representatives (in so far as possible) as a contractor when the Air Force provides for such contractor identification.

**Section 3.2 - Company Representation During Visit.** The Company, if it desires, may have a Company Representative accompany the Union Representative while he/she is visiting its operations. The Company shall allow the Union Representative privacy upon request for the purposes of conducting Union business. ·

### **ARTICLE 4 SHOP STEWARDS**

The Company shall recognize one (I) employee to act as Shop Steward for each base. The Shop Steward shall be duly selected by the Union. The Union will notify the Company of the elected Shop Steward. When elections for Shop Steward are held, the Company, with concurrence of the Air Force, will allow the election on Company used office space. Elections for Shop Steward held in Company used office space shall take place outside of normal work hours and shall not interfere with the operations of the Company. The Company shall recognize one (I) employee designated by the Union as an alternate shop steward. The alternate shop steward shall act in the place of the Shop Steward during his absence.

### **ARTICLE 5 GRIEVANCE PROCEDURE**

**Section 5.1 - Definition.** For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union with respect to the alleged violation of a specific provision of this Agreement.

**Section 5.2 - Procedure.** Grievances as herein defined shall be processed in keeping with the following procedure:

**Step 1.** Both parties encourage the verbal resolution of disputes as quickly as possible. An aggrieved employee, with his/her steward, shall discuss the dispute with the Program Manager within seven (7) business days of the aggrieved action or knowledge thereof. If the grievance has not been satisfactorily resolved within seven (7) business days following its presentation to the Program Manager, then

**Step 2.** The grievance must be submitted in writing on an IAM Grievance Statement Form sent within seven (7) business days of meeting with the Program Manager in Step 1. All written communication for Step 2 and thereafter through the grievance process is sent via email communications with delivery receipt and USPS certified mail. Response times are based on date received via certified mail unless otherwise agreed by both parties. No grievance may be submitted later than thirty (30) days after its occurrence. The Program Manager shall give their written response to the grievance within seven (7) business days of receipt. If the grievance is not satisfactorily resolved within seven (7) business days, or a timeline as agreed upon by both parties following the Program Manager's response, Step 3 may be invoked.

**Step 3.** The Union Business Representative and the Director of Human Resources or designated Labor Relations Representative agree to negotiate in good faith to resolve the grievance. If, after 60 days of invoking Step 3, the grievance remains unsolved and all resolution options are deemed as exhausted by either party in writing, Step 4 may be invoked.

**Step 4. Arbitration Appeal.** The Union or the Company may appeal the grievance to arbitration by making a written request for such action within not more than thirty (30) days from the date of the final written response in Step 3.

**Section 5.3 – Cases of Suspension and Discharge.** The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. If at any point during the resolution process, Union resolution efforts and/or communications cease, or the timeline is not met, except in those instances where the parties mutually agree in writing to extend such time limits, the grievance shall be waived. Likewise, should the Company resolution efforts cease, or the timeline is not met, except in those instances where the parties mutually agree in writing to extend such time limits, the grievance shall be awarded. In cases involving suspension or discharge, the grievance process will begin at Step 3 no more than seven (7) days following such action by the Company or knowledge therefore, and to include a written grievance on Union letterhead from the Union Business Representative to the Director of Human Resources or designated Company Labor Relations Representative following such action by the Company. A final decision made with respect to any grievance in the first or second step of the grievance procedure shall apply to that grievance only and shall not become a binding precedent in the case of other grievances, nor a precedent which shall bind the parties in

interpretation of this Agreement. All settlement of grievances in Step 1 or Step 2 must be consistent with the terms and conditions of this Agreement.

**Section 5.4 - Waiver of Time Limits.** No employee may leave the job, take up, or settle a grievance without requesting permission from the Lead Worker. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Any other employees in the bargaining unit attending a grievance meeting at any step are subject to the same provisions.

**Section 5.5 - Grievance Content.** The written grievance shall contain the following information:

1. Name(s) of the employee(s) involved.
2. Approximate date of alleged grievance.
3. Date of first discussion of the grievance with the immediate Supervisor.
4. Nature of the grievance.
5. Current date.
6. Article/Section of Agreement violated.
7. Requested remedy.

**Section 5.6 - Arbitration Request.** Upon receipt of a notice to take a grievance to arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators for the purpose of selecting an arbitrator. Only the Union or the Company may invoke arbitration on the other.

**Section 5.7 - Arbitrator Selection.** Upon receipt of the panel, the Parties shall make mutually satisfactory arrangements for the purpose of selecting an arbitrator by the process of alternately striking the names from the list until only one (1) remains. The last remaining member shall serve as arbitrator. The Party initiating the grievance shall strike the first name from the panel. Either Party may reject one (1) panel. Upon such rejection, an additional panel shall be requested in writing from the Federal Mediation and Conciliation Service by the party rejecting such panel with a copy of such request to the other Party.

**Section 5.8 - Arbitrator's Authority.** The arbitrator's authority shall be limited to disposition of the grievance arising under the contract, and he may only interpret and apply the Contract provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, alter, modify, detract from, or add to the terms of this Agreement. No award shall have retroactive effect prior to the date of the occurrence, which led to the filing of the grievance upon which the arbitrator's award is based.

**Section 5.9 - Arbitrator's Decision.** The arbitrator's award shall be final and binding upon the Company, the Union, and the bargaining unit employees.

**Section 5.10 - Arbitrator's Fees.** The fees and costs of the arbitrator shall be borne equally by the Parties. Each Party shall otherwise pay its own costs and expenses.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

**Section 6.1 - Strikes.** During the term of this Agreement, the Union, its officers, agents, representatives and members covered by this Agreement, agree that there shall be no strikes (including sympathy strikes), concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment or acts of a similar nature which would interfere with production. Should the Union or employees covered hereunder breach this Article, the Company may discipline the employees involved up to and including discharge. In such event, the Union or affected employee may grieve disciplinary actions taken against any such employee only with regard to a question of an employee's participation in any of the above-described activities. However, once participation has been established, management's actions are no longer subject to the grievance procedure. In the event that employees cease work in violation of this Article, such employees shall not be entitled to any benefits or wages while they are engaged in such cessation of work.

**Section 6.2 - Lockouts.** The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

## **ARTICLE 7 BULLETIN BOARD**

The Company agrees to provide bulletin board space in the working area for the purpose of posting legitimate Union notices. This bulletin board may be used by the Union for the purpose of conveying official information from the Union to bargaining unit employees. The Union shall be the sole user of the bulletin board and only documents, which constitute official Union business, will be posted. The Union will not use the bulletin board to criticize the Company or its agents in any respect. All information to be posted is subject to advance approval of the Lead Worker for compliance with the standards set forth in this Article. The Company will not remove information, which it has approved for posting on the bulletin board.

## **ARTICLE 8 BARGAINING UNIT WORK**

**Section 8.1- Rights.** The Company shall retain the right to determine the number of employees necessary to accomplish the work called for in providing services under its contract with the Air Force. In the event that the Company decides to use part-time workers, currently employed bargaining unit employees will be offered the opportunity to voluntarily switch to part-time status. Qualified employees who were previously laid off (refer to Section 1 0.4 (c)) or retired will be given first right of refusal for such part-time positions in the event that no current bargaining unit employees switch to part-time status. In that event, laid off employees will be given the first opportunity, using the recall procedures specified in Article 1 0.

**Section 8.2 - Part-time Employees.** Part-time employees are compensated at the same wage rate as full-time employees and are paid for each hour worked. Part-time employees (only) will receive a Health and Welfare allowance paid as additional compensation to normal wages as shown in table #1 below. Employees will be paid on all hours worked.

**Table #1**

<b>02/01/2021</b>	<b>02/01/2022</b>	<b>02/01/2023</b>	<b>02/01/2024</b>
\$8.75 per hour	\$9.00 per hour	\$9.25 per hour	\$9.25 per hour

In addition, part-time employees will be compensated on a pro-rata basis for paid time off pay for each hour worked.

**Table #2**

<b>Years of Service</b>	<b>Paid Time Off Allotment</b>	<b>Formula</b>
Less than 5 years (Less than 60 months)	120	Hourly Rate *PTO Allotment/2080
Over 5 years, less than 10 years (60 months - 119 months)	160	Hourly Rate *PTO Allotment/2080
Over 10 years, less than 15 years (120 months or more)	200	Hourly Rate • PTO Allotment/2080
15 Years or more	240	Hourly Rate * PTO Allotment/2080

**Section 8.2 (a) - 401 (k) Plan.** Part-time employees are eligible to participate in the Company 401(k) Plan.

**Section 8.2 (b) - Reporting Pay.** In the event a part-time employee reports to work and is unable to perform his or her duties as a result of an operational schedule change or trainer failure, he or she will be compensated a minimum of two (2) hours pay.

**Section 8.2 (c) - Definition.** Part-time employees are those who are routinely scheduled for less than 32 hours per week to meet the requirements of the daily schedule. Employee classification is conveyed in the employee's offer letter. Changes from part-time to full-time status are made through a formal offer letter or internal payroll form signed by the employee and management.

**Section 8.2 (d) - ACC Family Days.** Any reduction in the number of ACC Family Days will result in a corresponding reduction in the number of hours used for calculating PTO. Reductions will be made in the first pay period following the reduction.

## **ARTICLE 9 UNION SECURITY AND DUES CHECKOFF**

**Section 9.1 - New Hires.** All employees covered by this agreement shall, as a condition of employment, become members of the Union immediately after ninety (90) calendar days of employment, and remain members in good standing during the term of this agreement, and as allowed by Federal and State law.

**Section 9.2 - Membership.** The Union will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, demands for termination of employment will not be made for reasons other than failure of an employee to tender dues and fees uniformly required as a condition of acquiring or retaining membership in the Union and as allowed by Federal and State law.

**Section 9.3 - Deductions.** Upon receipt of proper authorization, signed by the employee, the company shall deduct from the employees pay, the initiation or reinstatement fee, and semi-monthly dues payable by them, to the Union, in an amount as directed by the Union for the period specified, so long as he/she remains in the bargaining unit.

**Section 9.4 - Payment of Dues to the Union.** The sums deducted as stated above shall be forwarded to the designated financial officer of the Union no later 10 days following the month in which the deductions are made.

**Section 9.5- Indemnification.** The Union will indemnify and hold the company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the company which are based on or arise out of any action taken by the company in accordance with the foregoing provisions of this Article, or in reliance on any list, list notice or assessment furnished under any of such provisions.

## **ARTICLE 10 SENIORITY**

### **Section 10.1 - Definitions.**

**Section 10.1 (a) - Seniority.** Seniority shall mean an employee's length of continuous service on current or predecessor contract(s). If application of the preceding sentence results in two (2) or more employees having the same seniority date, the employee with the earliest date of birth shall be deemed most senior. Seniority shall be applicable only as expressly provided in this Agreement.

**Section 10.1 (b) - Seniority List.** The Company will provide a seniority list showing dates of hire for all employees, by classification within 15 days of written request from the union.

**Section 10.1 (c) - New Hires.** New employees shall be on probation for ninety (90)

calendar days from the initial hire date during which time they may be discharged at the sole discretion of the Company. If retained after the probationary period, their names shall be placed on the Seniority List as of their date of hire.

**Section 10.2 - Personnel Actions.** Seniority shall not be used as a factor in personnel actions, provided however, that seniority will be considered by the Employer in making layoff, recall and promotion decisions depending on the requirements of the Company's contract with the Air Force and if all other factors, including but not limited to qualification, skill and ability, are equal.

### **Section 10.3 - Layoff and Recall**

**Section 10.3 (a) - Layoff.** The Company will provide thirty (30) days advance notice to those employees affected by a layoff when possible. Employees will receive a maximum of 80 hours PTO paid out at the employee's base wage rate defined in Article 14.1 Table 3, upon layoff with less than 30 days advance notice. Company may approve leave during notice period to minimize lost hours upon layoff.

**Section 10.3 (b)- Notice of Recall.** The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. A laid off employee shall promptly notify the Company of any change of address. The employee must, within three (3) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and thereafter return to work on such date. It is agreed that, when possible, the Company will allow recalled employees up to two (2) weeks to return to work. Employees who fail to properly notify the Company of their intent to return to work or fail to return to work as scheduled will be considered as a voluntary quit.

**Section 10.4 - Termination of Seniority.** An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

**Section 10.4 (a) - Discharge.** Discharge for just cause, retirement, or resignation (quitting for whatever reason).

**Section 10.4 (b) - Failure to Return to Work after Recall.** Failure to give notice of intent to return to work after recall within the time period specified in Section I 0.3 (b) of this Article, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.

**Section 10.4 (c)- Employment Lapse.** Time lapse of six (6) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason.

**Section 10.4 (d)- Failure to Return to Work after a LOA.** Failure to return to work upon expiration of a leave of absence, unless the Company, in its sole



discretion, determines that it is legally obligated to extend the leave of absence.

**Section 10.5-Termination Notification.** The Company shall notify the employee and the Union, in writing, of the reason for termination within five (5) working days of such action.

## **ARTICLE 11 HOURS OF WORK**

**Section 11.1 - Workweek.** The normal workweek will begin at 12:01 AM Sunday and end at midnight the following Saturday. The normal but not guaranteed workweek for each employee shall consist of five (5) days per week from Monday through Friday. An instructor schedule will be one in which the employee's normal but not guaranteed work week is a forty (40) hour, five-(5) day per week schedule. Employees whose work schedules permit, as determined by the Lead Worker, will be allowed to take one-half hour lunch breaks, with the prior approval of the Lead Worker. This approval will not be unreasonably denied.

**Section 11.2- Work Hours.** The normal workweek hours will be from 0630 to 1800, Monday through Friday. Flex time schedules may exceed this timeframe, under the provisions of Section 11.4, Alternate Workweek/Flex Time schedule.

**Section 11.3 - Hours of Operation.** The hours of operation are defined in the Company's contract with the Air Force. The Union acknowledges the responsibilities of the Company's operation as they are related to the support of the United States Air Force (USAF) objectives. The parties realize the USAF may, from time to time, make unusual and immediate demands in conjunction with support requirements. Consequently, all personnel may be called upon to perform whatever duties are required for adequate performance of support requirements for the mission and operational capabilities for RQ-4 Aircrew Training.

**Section 11.4 - Alternate Workweek/Flex Time Schedule.** An employee may request an adjustment to the normal workweek schedule or request flex time scheduling within the same pay period under the following conditions:

**Section 11.4 (a) - Submission and Approval.** All requests will be submitted through the Union Shop Steward and approved by the Lead Worker. The Lead Worker has sole authority to approve, disapprove or rescind any request for alternate workweek or flex time schedules. The Lead Worker will provide at least 48 hours' notice prior to rescinding a previously approved alternate workweek schedule.

**Section 11.4 (b) - Schedule.** Flex time scheduling must occur and be completed by the end of the following workweek in which time off was taken.

**Section 11.4 (c)- Work Restriction.** No employee may work more than 10 hours in a single workday during an alternate workweek or flex time schedule. However, an employee may choose to work up to twelve (12) hours, if asked by the Lead Worker.

**Section 11.4 (d)-Overtime Waiver.** The employee agrees to waive any overtime payment when an alternative workweek or flex time schedule results in the employee working more than 8 hours in a day.

## **ARTICLE 12 OVERTIME**

**Section 12.1- Overtime Pay.** Any employee working approved overtime or works more than 40 hours in a workweek will receive overtime pay at the rate of one- and one-half times the employee's base rate. Overtime is only approved and authorized by the Program Manager.

**Section 12.2 - Mandatory Overtime.** During peak performance periods, the Company has the authority to require overtime in order to fulfill contract requirements. A volunteer in the required specialty will be given priority. Overtime will be paid at the rate of one and one halftimes the employee's base rate for all hours or parts thereof which exceed 40 hours in one workweek.

**Section 12.3 - Overtime Calculation.** For purposes of calculating overtime, no Paid Time Off (PTO) of any type, or unapproved hours, will be used to calculate an employee's actual workweek.

## **ARTICLE 13 CLASSIFICATION AND PAY**

**Section 13.1- Pay Frequency and Method.** All wages payable to employees hereunder shall be paid according to the Company's standard payroll schedule.

## **ARTICLE 14 COMPENSATION**

**Section 14.1-Rates of Pay.** The following wage rates will be effective February I, 2020 and for the period of this Agreement and apply to all bargaining unit employees:

**Table #3**

	<b>2/01/2021</b> <b>2.5%</b>	<b>2/01/2022</b> <b>3%</b>	<b>2/01/2023</b> <b>3%</b>	<b>2/01/2024</b> <b>3%</b>
<b>Pilot</b>	\$74.35	\$76.58	\$78.87	\$81.24
<b>Sensor Operator Instructor/SME</b>	\$58.20	\$60.98	\$63.83	\$66.78

**Working Rate.** A working rate of pay shall be considered the base rate of pay, Lead Worker pay, locality pay, and health and welfare allowance pay. However, health and welfare allowance pay shall not be paid during overtime hours for full-time employees.

**Section 14.2- Health and Welfare Benefits.** The following health and welfare rates (Table #4) for the period of this Agreement shall apply, and be paid to all full-time bargaining unit employees, not to exceed 40 hours per week.

**Table #4**

<b>02/01/2021</b>	<b>02/01/2022</b>	<b>02/01/2023</b>	<b>02/02/2024</b>
\$8.75 per hour	\$9.00 per hour	\$9.25 per hour	\$9.25 per hour

**Section 14.3 - Reporting Time.** Full-time employees reporting for work will receive a minimum guarantee of four (4) hours work or pay. This section does not apply to any employee who voluntarily leaves work early.

**Section 14.4 - Locality Pay.** Employees will receive a locality pay per hour on all hours paid, not to exceed 40 hours per week as defined in Table #5. In addition, the Bargaining Agreement recognizes the Company referral program is not guaranteed but may be invoked by Senior Leadership to aid in recruiting efforts for hard-to-fill positions under this Federal government contract at Grand Forks AFB and as approved by the Contracting Office.

**Table #5**

<b>02/01/2021</b>	<b>02/01/2022</b>	<b>02/01/2023</b>	<b>02/02/2024</b>
\$2.50 per hour	\$3.00 per hour	\$3.25 per hour	\$3.25 per hour

**Section 14.5 - Flight Pay.** When an Instructor is acting in the capacity of a Flight/Aircrew Instructor (flight pay during pre-brief, flights [which include live operations and training missions] and debrief only) will be paid an additional \$3.00 per hour. Sim missions are not included.

**Section 14.6 - Government Directed Worksite Closures.** Employees shall comply with Government directions regarding emergency, safety, and weather-related /base closures. If the Government closes the base during a normal workday; affected employees shall delay their report time until the Government specified time or until the next normal workday (whichever is earlier) and will be paid for normal workday.

## **ARTICLE 15 HOLIDAYS**

**Section 15.1 - Recognized Holidays.** The following eleven (11) days each year shall be paid holidays. Full-time employees will receive eight (8) hours pay at their working rate of pay.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Christmas Eve	

And mandated holidays declared by the Federal Government to include Congress and the President of the United States.

**Section 15.2 - Holiday Designation.** Any Holiday falling on a weekend day will be celebrated on the day set by the Air Force. Employees will not be required to work on a holiday except where dictated by the operational needs of the Air Force and the Company.

**Section 15.3 - Employee Pay Status.** An employee must be on a paid status on the business day before and on the business day after a holiday occurs in order to receive holiday pay. The employee's business day will be considered the day the employee is scheduled to work before and after the holiday. A paid status is defined as receiving pay for hours worked, PTO, bereavement, or jury duty.

**Section 15.4- Hours Worked on a Holiday.** An employee who is required to report to work on a Company-declared holiday will be paid holiday pay as outlined in Article 15 plus regular wages defined by Article 11 for hours worked on such holiday. Employees will be paid a minimum of four (4) hours if required to report to work on a Company-declared holiday. Overtime will only apply after a total of forty worked hours are exceeded for the week in which the holiday occurs.

**Section 15.5 - Family Days.** Full-time employees will be provided 8 hours of Company Paid Time Off (CPTO) for Family Days designated by Air Combat Command (ACC). A maximum of five (5) days per calendar year will be designated as Family Days.

**Section 15.5 (a) - Alternate Work Schedule.** Full-time employees who are on an alternate workweek schedule will be required to make up the difference in Holiday/Family Day hours and scheduled work hours on a day or days determined by the Lead Worker. All make up hours must occur within the same workweek (pay period).

**Section 15.5 (b) - Rescinding an Alternate Work Schedule.** The Lead Worker has full authority to rescind an alternate workweek or flex time schedule of any employee attempting to abuse the alternate workweek or flex time policy in order to maximize time off during the week of a Holiday or ACC Family Day.

## **ARTICLE 16**

### **Personal Time Off (PTO)**

**Section 16.1 - Qualifying Period.** The qualifying period for PTO shall commence with the original date of employment of the respective employee, as outlined in the Federal Government's Wage Determination, and shall be measured on the basis of an employee's anniversary date.

## **Section 16.2 - PTO Hours**

**Table #6**

<b>Years of Service</b>	<b>Hours Per Pay period</b>	<b>Hours Per Year</b>	<b>Days Per Year</b>
Less than 5 years (60 months)	5 hours	120 hours	15 days
5 years to less than 10 years (60-119 months)	6.67 hours	160 hours	20 days
10 years to less than 15 years (120-179 months)	8.34 hours	200 hours	25 days
15+ years (180+ months)	10 hours	240 hours	30 days

**Section 16.3 - PTO Carryover.** The Site Lead will have full authority and responsibility for ensuring employees take paid time off for the purpose of reducing their PTO balance each calendar year. Employees may carryover 240 PTO hours from one calendar year to the next. Hours in excess of 240 hours at close of business the last day of each calendar year is forfeited.

**Section 16.4 - Pay in Lieu of PTO.** The intent of this provision is to cause each employee to use PTO awarded for time off. PTO shall be paid at the employee's working rate of pay at the time PTO is taken. PTO is not eligible for payout (cash in lieu) at any time to include upon termination, end of contract, or layoff except when advance notice of layoff is less than 30 days as defined in Article 10.3 (a). PTO may be approved during employee notice or layoff notice periods with approval by the Program Manager.

**Section 16.5 - Requesting PTO.** PTO shall be taken at such time as designated by mutual agreement between the Company and employee and shall not be canceled unless required by the operational needs of the Air Force or the Company. PTO can be taken in hourly increments as desired, consistent with scheduling needs of the Company. Employees will notify the Lead Worker as soon as PTO is needed. PTO can be taken in hourly increments as desired.

## **ARTICLE 17 401(k) PLAN**

**Section 17.1 – Contribution.** All employees covered under this agreement shall be eligible to participate in the company sponsored 401(K) Savings Plan. Employees will be permitted to contribute their own monies via payroll deduction up to the maximum allowable by IRS regulations.

## **ARTICLE 18 OTHER BENEFITS**

**Section 18.1 - Bereavement Leave.** Bereavement Leave of up to a maximum of 40 hours per incident will be granted when the employee requests an absence from work due to a death in his/her

immediate family. "Immediate family" includes the employee's:

- a) Parents (employee's parents, stepparents, or an individual who stood in the place of a parent to the employee when the employee was a child).
- b) Current spouse or current same sex domestic partner.
- c) Children, stepchildren, and their current spouses.
- d) Siblings, stepsiblings, half siblings, and their current spouses.
- e) Grandparents, step-grandparents, grand-children, and step-grandchildren.
- f) Current spouse's or current same sex domestic partner's parents (same definition as employee's parents), grandparents, step-grandparents, children, stepchildren, grandchildren, and step-grandchildren.
- g) Current spouse's or current same sex domestic partner's siblings, stepsiblings, half siblings, and their current spouses.

Employees will use PTO for absences relating to deaths of individuals not considered immediate family members and may be approved for unpaid leave once PTO is exhausted per company policy. The employee should notify the Company of the absence as soon as possible. The 40 hours of bereavement leave need not be taken consecutively. The 40 hours of bereavement leave will be paid at the employee's regular base rate of pay as defined in Article 14.1. The Company may request employees to provide documentation for approval of bereavement leave pay.

**Section 18.2 - Jury Duty.** Employees who are required by proper court order or summoned to be absent from work in connection with jury duty or testimony will be paid the earnings he would have received for a regular scheduled eight (8) hour shift. Employees called for jury duty or testimony and released by the court with less than four (4) hours service (including travel time) will be expected to return to work for the remaining portion of his normal workday. Payment will be made at the employee's regular base pay rate. The Company may request employees to provide documentation for approval of jury duty pay.

**Section 18.3 – Travel.** Represented employees traveling at the request of the Company will follow U.S. Government Joint Travel Regulations for reimbursement of travel-associated costs.

When an employee is required to work away TDY, they shall be paid the working hourly rate plus applicable overtime in accordance with the JTR, state law, and flex schedule.

If an employee is sent TDY, they shall receive approved reimbursement, in addition to the above, transportation, lodging, mileage (when using personal vehicle), upon receiving employee's itemized receipt.

All travel reimbursements require an itemized receipt to accompany travel voucher upon request

for reimbursement and must be submitted within five (5) business days following return from TDY.

Added expenses, to include and not limited to additional baggage, business or first-class seats, other airline expenses, rental car or hotel upgrades, or alternate travel locations must be approved by the Program Manager in advance.

Employees on TDY for two or more consecutive workweeks and requires the employee to be away from home over a normally unscheduled weekend will be reimbursed for laundry expenses per JTR guidelines.

The Company will provide one PTO day for each weekend day when an employee on TDY is required to be away from home over an otherwise unscheduled weekend for work that carries into the next consecutive workweek unless the employee is in a paid status or voluntarily stays later or arrives earlier than the TDY requires.

When TDY is necessary to fulfill contract requirements, the Company will first seek volunteers to conduct the business travel assignment. In the event volunteer efforts fail, the Company will use reverse seniority to assign an employee for TDY. To ensure a fair and equitable selection process, reverse seniority does not reset based on scheduled travel, and only after all applicable employees have been selected.

**Section 18.4 - Military Leave.** Any employee of the Company who is inducted into or recalled to military service of the United States and who by reason of such service is entitled under the law to be regarded as a Veteran, shall, upon his general or honorable discharge and his receipt of a certificate of the satisfactory completion of his military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act of 1994. Employees will be eligible for differential pay for military leaves of absence. For the purposes of this agreement the “Annual Military Allotment” will be 15 days (120 hours) per calendar year and is paid on the first 120 hours of approved military leave taken each calendar year. Differential pay will be calculated based on the employee’s base rate of pay, as defined in Article 14.1 for the number of days or hours on military leave. Military pay in the differential calculation will include base pay only. The employee must provide a current LES within 21 calendar days of the dated LES. Eligible military leave taken and not supported by an submitted LES within 21 days may be subject to forfeiture of military leave differential unless otherwise approved in advance by the Program Manager.

Employees who are called to service for more than thirty (30) consecutive days of active duty or military training will be furloughed in accordance with USERRA regulations and reemployed as required and in compliance with USERRA and company policy. Employees who are furloughed for active-duty military service are classified in an inactive, unpaid employment status and will return to active, paid status upon reemployment in compliance with USERRA.

All full-time employees who serve in an active-duty capacity as a military Reservist or otherwise, are required to inform the Company of any active-duty service requirements as soon as possible prior to the service date or knowledge thereof, if such service occurs during the contract and/or

PWS workweek. The employee may complete a form providing details regarding the active-duty period as long as it does not violate any security protocol. However, the employee may opt to provide verbal notice of military service direct to the Director of Human Resources and Program Manager only (email is acceptable) and in place of the written form as allowed under USERRA. Information provided must be in compliance with the Company Military Leave Policy and associated checklists and forms provided such policies, forms and checklists are not in conflict with USERRA. Employees who provide false information are subject to disciplinary action up to and including termination. The Company reserves the right to verify active-duty service information provided by the employee as allowed by law. The Company agrees to inform the union in writing upon knowledge of any concerns relating to an employee's active-duty service.

**Section 18.5 - Benefit Changes.** The Company will make all reasonable attempts to maintain the best possible balance of cost and quality and shall notify the Union should a material change be required to maintain this balance.

**Section 18.6- Benefits Applicability.** The benefits will apply to all bargaining unit employees. If there are any subcontractor arrangements, the benefits offered by the subcontractor will match as closely as possible to those benefits offered by the Company.

**Section 18.7 – IAM Pension Fund.** The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day/hour or portion thereof to a maximum of forty (40) hours per work week for which employees in all job classifications covered by this Agreement are entitled to received \$2.00 per hour of pay under this Agreement. In addition, effective February 1, 2021, the Company will contribute to the Fund under the schedule of additional contribution rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the “2019 Rehabilitation Plan”), which is incorporated by reference into the Supplemental Agreement. Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer's contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect.

## **ARTICLE 19 LEAVES OF ABSENCE**

**Section 19.1 - Length.** Leaves of absence without pay may be granted at the sole discretion of the Company upon request by an employee, for a period not to exceed sixty (60) calendar days. Except in cases of emergency, employees must request such unpaid leaves to the Lead Worker, in writing, at least five (5) calendar days prior to the date the unpaid leave would begin.

**Section 19.2 - Seniority Rights.** Employees on unpaid leaves of absence shall retain seniority while on leave, consistent with Article 10, Section 10.4. An employee shall lose his/her seniority and be terminated for the following:

- a) Failure to return from a leave of absence on the agreed upon date,
- b) Falsifying a reason for a leave of absence; and/or
- c) Becoming gainfully employed during a leave of absence without prior approval from the Company.



**Section 19.3 - Extensions.** Any requests for extensions past the sixty (60) days may be granted at the sole discretion of the Company.

**Section 19.4 - Federal Law Compliance.** The Company agrees to comply with all State and Federal statutes to include but not limited to the Americans with Disabilities Act (ADA) and Family Medical Leave Act (FMLA). Both parties agree to meet and confer on changes with State and Federal statutes that directly affect this Agreement in advance of the grievance process. In addition, this Agreement recognizes the Company COVID-19 policy to ensure the safety and welfare of all employees under the declared public emergency known as the COVID-19 pandemic or any other federally declared pandemic.

## **ARTICLE 20 ANNUAL FAA MEDICAL EXAMS**

**Section 20.1-** Provisions of this section only apply to employees who are required to hold an FAA Flight Medical Certificate to perform their job. The Company shall reimburse employee the full cost of annual FAA Flight Physical exams. FAA medical exams may be completed during normal working hours at a time that is scheduled by mutual agreement between the Company and the employee. In such case, the employee shall be paid normal wages for all work time missed. Employee must submit a receipt for the cost of their medical exam directly to the Company for reimbursement within 30 days of the exam date.

## **ARTICLE 21 SUBSTANCE ABUSE**

**Section 21.1 - Drug and Alcohol-Free Workplace.** The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal of both parties to protect the health and safety of employees and to promote a productive workplace, as well as to protect the reputation of the Company, the Union and the employees. Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Company premises. The Company also prohibits an employee from being under the influence of illegal drugs or alcohol while at work.

**Section 21.2 - Drug Testing Program.** Bargaining unit employees may be subject to pre-employment and random drug/alcohol testing. The Company agrees that any such testing will be conducted in compliance with applicable Department of Transportation (DOT) regulations. Pre-employment drug testing (if scheduled by the Company) is a condition of employment.

## **ARTICLE 22 NEW JOBS**

**Section 22.1 - Notification.** When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union of the

requirements. The Union shall have thirty (30) days from the date of establishment in which to request collective bargaining regarding the rate of pay. If necessary, this matter is subject to the grievance procedure up to and including arbitration.

**Section 22.2 - Job Qualifications.** The Company has the right to determine the job qualifications of new classifications. Copies of job descriptions and required qualifications shall be retained by the Lead Worker and shall be made available to employees upon request. The Union shall be advised, in writing, of any revisions or modifications of job descriptions or qualifications.

## **ARTICLE 23 SAVINGS CLAUSE**

**Section 23.1 - Invalidation of a CBA Provision.** In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

**Section 23.2 - Clause Replacement.** Within thirty (30) calendar days, the Company and the Union shall meet to attempt to negotiate new contract language to replace the particular clause(s), which was invalidated by Federal, or state legislation.

## **ARTICLE 24 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; but in the event the Company ceases to perform on the contract as identified in Article 1, The Company shall be released from all obligations on the project(s) so affected under this Agreement.

## **ARTICLE 25 NON-DISCRIMINATION**

The Company and the Union agree not to discriminate against any employee covered by this Agreement because of race, color, religion, sex, age, national origin, marital status or disability with respect to all terms and conditions of employment. Claims of such discrimination will not be subject to the grievance and arbitration provisions of this Agreement. The Company and the Union agree not to unlawfully discriminate against or harass any employee because of membership in or non-membership in the Union.

## **ARTICLE 26 INSURANCE PLANS**

The Company will offer group medical insurance for employees and their dependents which provides the same coverage, benefits and employee costs as the medical insurance provided to non-bargaining unit employees on a company-wide basis, except as modified by this Agreement. All issues such as eligibility, enrollment, and claims will be as specified in the plan documents.

Employees will pay for 100% of the cost for all elected coverages through semi-monthly payroll deductions. The Company provided health and welfare benefit can be used to offset the cost of any elected coverages.

## **ARTICLE 27 PROMOTIONS**

**Section 27.1 - Seniority Rights.** The Company will endeavor to transfer employees to higher paid positions from within the bargaining unit if available employees have the skill and ability necessary to do the work. If two or more employees are eligible and express interest seniority shall govern if qualifications are substantially equal.

**Section 27.2 - Open Position.** The Company will notify the bargaining unit employees of any openings to be filled within the bargaining unit prior to filling the position.

**Section 27.3 - Probationary Period.** Upgraded employees will be considered on probation in new positions for ninety (90) calendar days after upgrading. During this period, the Company may, at its discretion act to reclassify the employee to their former occupation if determined, by the Manager or his designee, that the employee is not meeting the qualifications for that job classification.

## **ARTICLE 28 SECURITY**

**Section 28.1 - Union Recognition.** The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the government.

**Section 28.2 - Violation of Security Agreements.** The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the government.

**Section 28.3 - Security Clearances.** It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work, and that Government denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.

**Section 28.4 - Release of Liability.** It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States government.

**Section 28.5 - Seniority Reinstatement.** The Company will reinstate the seniority of an employee whose denied security clearance is reinstated by the federal government within six (6) months A non-probationary employee who loses his security clearance or site access for any reason will not

lose his seniority until final adjudication of his appeal or after six (6) months. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title.

## **ARTICLE 29**

### **DURATION AND TERMINATION**

**Section 29.1 - Expiration Date.** This Agreement shall continue in full force and effect through January 31, 2025.

**Section 29.2 - Notice to Modify or Terminate Automatic Renewal.** This Agreement shall continue in effect for successive yearly periods after January 31, 2025 unless notice is given in writing by either the Union or the Company to the other party at least sixty (60) days prior to January 31, 2025, or prior to subsequent termination dates after January 31, 2025. If such notice is given, this Agreement shall be open to modification, amendment, or termination, as such notice may indicate, on December 1, 2024, or the subsequent anniversary date, as the case may be.

**Section 29.3 - Bargaining During Contract Term.** The Company and the Union agree to create and apply a process for handling any possible changes to this Agreement during its term.

**Section 29.3 (a) - Notification.** Either party may provide ten (10) days' notice to the other party of a desire to amend or modify the Agreement. Providing that both parties agree, the parties will meet within sixty (60) calendar days to discuss the proposed change. Subsequent meetings may occur to the extent the parties mutually agree.

**Section 29.3 (b) - Articles Excluded from Negotiation.** With the exception of Articles I, 2, 6, 9 and 28 of this Agreement, any provision of this agreement may be the subject of a proposed change.

**Section 29.3 (c) - Proposal Review Committee.** The negotiating committees will each appoint two (2) members or a mutually agreeable number to serve on a Proposal Review Committee. If the members of the Proposal Review Committee reach a consensus that a change should be made, the Union will have the opportunity to allow its membership to vote on the action and the action will only be implemented upon ratification.

**Section 29.3 (d) - Ratification of Changes.** Any change which is agreed to and ratified through this process, will be reduced to writing and executed by all members of the Negotiating Committee, and at that time shall be binding upon the parties.

## **ARTICLE 30**

### **INFORMATION TO THE UNION**

**Section 30.1 - Employee Information.** The Company agrees to furnish to the Business Representative's office, a list of employees by name, employee number, job classification, who are hired, rehired, reinstated, promoted, transferred, reclassified, downgraded, granted approved leaves of absence, terminated, laid off, and recalled from layoff. Such lists shall be furnished at the end of the pay period the week following the effective dates of such actions.

**Section 30.2 - Seniority List.** A seniority list covering all the employees in the bargaining unit shall be furnished to the Business Representative's office and shall include the following information: name, employee number, job classification, rate of pay, and Company and job classification seniority dates grouped by job classification. The Company will furnish a new seniority list when any changes occur. Electronic transmission will be acceptable.

## **ARTICLE 31**

### **LEAD WORKER -- DESIGNATION AND RESPONSIBILITIES**

**Section 31.1** The Company will determine (in whole or in part) the use and number of Lead Workers where practicable. The Union and its members will work cooperatively with Lead Workers to encourage the effective use of the Lead Worker function. The designation and selection of Lead Workers may be subject to government approval before implementation.

**Section 31.2** The Company agrees that it will maintain the use of Lead Workers consistent with the provisions of this Agreement. The Steward and/or Business Representative of the Union will be responsible for discussing with the designated Company Representative the application of this Section.

**Section 31.3** Lead Worker is a designation given to select and appoint employees who may lead cross-functional work crews throughout the RQ-4Contract Aircrew Training (process. The Lead Worker will have final decision for his/her area except on employment-related matters and in compliance with this Agreement, contract, and PWS.

**Section 31.4 Posting Lead Workers:**

- A. Lead Worker opening shall be posted within the work organization and work group. All qualified personnel will be eligible. The posting shall specify the classification and requirements from which the Lead Worker shall be selected as outlined below:
  - a. Subject Matter Expert (SME)
  - b. Full-time employee

(Upon mutual agreement between the 1AM Business Representative and the Company, additions to Lead Worker areas of responsibility may be made).

- B. Those employees within the Organization, who feel they are qualified for the opening, as posted, may bid for. such Lead Worker openings.

**Section 31.5 Selection and Placement of Lead Workers.** The Company and the Union will work together on the selection of Lead Workers. The Company and the government contracting

office will have final determination in the selection of a Lead Worker. Consideration will be given to the following:

- A. Seniority
- B. Disciplinary actions or complaints on file
- C. Qualifications

All Lead Workers will have a 120-day probationary period upon placement into a Lead Worker position. Employees not meeting expectations can be removed from the Lead Worker position at any time during the probationary period and will not be subject to the grievance procedure. If removed, the Union Steward will be notified and provided with an explanation of the reasons for removal.

If a Lead Worker engages in willful abuse of responsibilities, he/she may be removed.

**Section 31.6 Lead Worker Pay.** A designated Lead Worker shall receive, starting at the time of the appointment, \$6.50 for all hours above their current regular rate.

**Section 31.7 Lead Workers responsibilities are as follows:**

- A. Reports directly to the Company Program Manager (PM).
- B. Performs SME functions as scheduled in support of CAT and CWD.
- C. Develops and maintains CAT/CWD schedules IAW government requirements.
- D. Leads, directs, and assigns work for timely accomplishment of government tasking. Keeps the PM informed of contract progress, issues and concerns.
- E. Reviews CAT/CWD products for accuracy, quality and completeness. Ensures products meet government standards and delivery times. Monitors performance of the computer systems supporting CAT/CWD.
- F. Maintains Personnel Schedules ensuring tasking is completed on time. Overtime shall not be scheduled without express approval from the PM. This includes scheduling flex- and part- time as needed, monitoring employee entries on the electronic timecard system and approving timecards for the Company's accounting system.
- G. Schedules and approves paid time off IAW the CBA and Company procedures for employees. A Lead Worker's paid time off must be approved by the PM and not by another Lead Worker.
- H. Monitors, assists, and reports Personnel actions as required.
- I. Drafts and forwards monthly contract progress reports to the PM in a timely manner. Report content and timing is IAW the Performance Work Statement. Any significant issues should be provided to the PM immediately and included in the monthly report after coordination with the PM.
- J. It is not the responsibility of the Lead Worker to hire, fire or discipline employees,

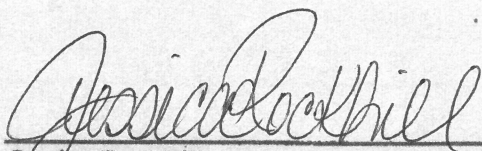
however, comments and suggestions may be provided to the PM

- K. If a Lead Worker is absent (for any reason) for more than 14 consecutive days, the full-time employee with the most Bargaining Unit seniority will be offered to act as the backup Lead Worker. "When an alternate employee is designated to assume the lead duties the primary lead employee shall not receive the addition to base pay (for such period of leave beyond the first 14 days), and the alternate shall receive the addition on day 15 and thereafter until the primary Lead Worker returns. The addition shall be managed through the payroll system."
- L. Notifies the PM, Union Safety Representative, and government personnel, (as applicable) when there is any serious abnormality in their area, e.g., a fire, a reportable environmental spill or an emissions concern, process shutdown, major process deviation, major equipment failure and all injuries.
- M. In the event of an emergency that necessitates the need for Fire Services and/or other first responders the Lead Worker will provide information to the responding personnel. Performs a head count after evacuations and contains their crew within a safe distance and designated location as previously determined by management in their Emergency Evacuation Plan.
- N. Provides hardware and software requests to the PM when deficiencies are identified.
- O. Performs rounds in their area to monitor progress.
- P. Ensures that good housekeeping is maintained in the work areas.
- Q. Will not disregard any area of this agreement in whole or in part unless coordinated with the PM.

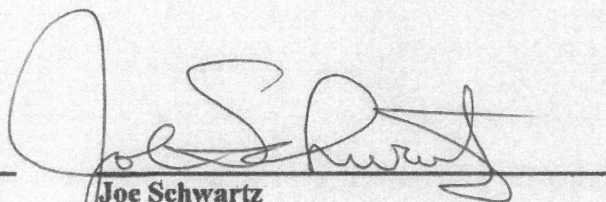
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective Representatives duly authorized on January 29, 2021:

**The Rockhill Group, Inc.**

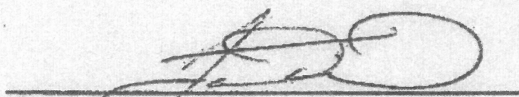
**International Association of Machinists  
and Aerospace Workers (IAMAW)  
District Lodge 5**



**Jessica Rockhill  
Chief Financial Officer  
The Rockhill Group, Inc.**



**Joe Schwartz  
Business Representative  
IAMAW 5 Local Lodge 2525**



**Jalen Tillman  
Negotiator/Union Steward  
IAMAW Local Lodge 2525**