COLLECTIVE BARGAINING AGREEMENT

JANUARY 21, 2019 THROUGH MAY 1, 2022

M1 SUPPORT SERVICES
FORT RUCKER, ALABAMA

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO
LOCAL LODGE NO. 2003
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AGREEMENT

1 PARTIES TO THE AGREEMENT


2 PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this Agreement.

3 EMPLOYEE DEFINED

The term “employee” or “employees” as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining units described in the Recognition Article, and this Agreement shall apply only to such employees. Such employees, regardless of employer, shall be afforded all rights and benefits under this Agreement. Any terms denoting the masculine gender used herein such as “he” or “his” shall refer both to male and female employees of the Company.

4 ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and can be changed or modified only by a document in writing signed on behalf of both parties hereto.

5 SUCCESSORSHIP

This Agreement shall be binding upon the corporate successors and assigns of the Company.

6 SUB-CONTRACTING

The Company shall not subcontract with other persons, organizations or companies for the performance of any portion of the work performed by Bargaining Unit personnel prior to notifying and bargaining with the Union on the effects of the Company’s decision. Such decision shall not contribute to the layoff of Bargaining Unit employees. This in no way infringes on the Government’s right to subcontract work, or to direct the Company to subcontract work. When the Company is directed by the Government to sub-contract work that is currently being performed by the bargaining unit, the Company will provide the Union a written copy of the directive.
ARTICLE 1 RECOGNITION

1.1 BARGAINING UNITS

The Company M1 Support Services, LP as prime contractor and DenMar Services, Inc., Erica Lane Enterprises, Inc., Navigator International LLC, Pinnacle Solutions, Inc., S&K Technologies, Inc., System Dynamics International, Inc., and Skyquest Aviation, LLC, at Fort Rucker, Alabama, (hereinafter Company), and any subcontractors who perform bargaining unit work as defined hereinafter recognize Local Lodge No. 2003, International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter Union), as the exclusive collective bargaining representative for the following bargaining units:

1.1(a) All of the Company’s production and maintenance employees, including plant clerical employees, quality technicians and/or inspectors and lead employees and/or maintenance specialists who are working at its Fort Rucker, Alabama operations; excluding all other employees including office clerical employees, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

1.1(b) All of the Company’s clerical employees at its Fort Rucker, Alabama operations, excluding one (1) Executive Assistant for the General Manager, one (1) Administrative Assistant for the Chief Financial Officer, one (1) Administrative Assistant for the Chief Administrative Officer, one (1) Administrative Assistant for the Director of ATTC, one (1) Administrative Assistant for the Director of Maintenance, one (1) Administrative Assistant for the Director of Logistics, one (1) Administrative Assistant for the Director of EH&S, and one (1) Administrative Assistant for the Director of HR, and drafters, and professional and technical employees, guards, watchmen, and supervisors as defined in the Act.

1.1(c) All of the Company’s clerical employees at its Information Technology Support Department, including keypunch operators, computer operators, computer programmers, and computer clerks, excluding confidential secretary, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

1.1(d) All of the Company’s Test Pilots (hereinafter referred to as Maintenance Test Pilots) at its Fort Rucker, Alabama, operations, excluding Chief Standardization Pilot / Flight Safety Officer and Standardization Pilot / Field Safety Officers, professional and technical employees, guards, watchmen and supervisors as defined in the Act.
ARTICLE 2 MANAGEMENT RIGHTS

2.1 EXERCISE JUDGMENT
The Union recognizes that it is the function and right of the Company to exercise its own judgment and discretion in developing processes which meet the standards of government requirements and customer acceptance and to meet competition, in order that its business and jobs and wages be protected.

2.2 DECISIONS VESTED IN COMPANY
Except insofar as it is specifically abridged by express provisions of this Agreement, all management decisions, the management of the plants and the direction of the working forces are vested in the Company. This includes but is not limited to, the right to hire, assign, transfer, promote, reclassify, suspend for just cause, discipline for just cause, or discharge for just cause, the making of reasonable rules and regulations not in conflict with this Agreement, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees, provided that this shall not be used for the purpose of discrimination as defined by Article 2, Section 2.3 against any employee.

2.3 NO DISCRIMINATION
There shall be no discrimination in regard to tenure, terms or conditions of employment because of race, color, sex, marital status, age, religion, national origin, ancestry, handicap, or because the individual is disabled (as defined by the ADA) or Vietnam Era veteran, or a veteran of the U.S. armed forces provided that it shall not be considered as discrimination under this Article unless it is also discrimination under applicable federal or state law.

2.4 OPERATIONS
The Company shall be the judge of all matters pertaining to the location of operations, production and work schedules, and the methods, processes and means of manufacturing or servicing and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods or facilities.
ARTICLE 3 UNION SECURITY AND RIGHTS OF EMPLOYEES

3.1 CHECK OFF
During the existence of this Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable to an employee covered by this Agreement, applicable service fees or Union dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed upon between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee. Failure to authorize dues or applicable service fees deductions does not relieve employees from the Union shop obligation under this Article.

3.2 INDEMNIFICATION
In making deductions and remittances for applicable service fees, reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Secretary Treasurer of Local Lodge No. 2003 of the amount of money due the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to honor the dues check-off authorization cards on file by which employees authorize the deduction of Union dues, initiation fees and uniform assessments from the employee’s pay check, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary Treasurer of the Union.

3.3 WHEN DUES ARE DEDUCTED
Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the first regular payday in each month, provided the Company has received such authorization and notice from the Secretary Treasurer of IAM & AW Local Lodge 2003 by the 25th day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.

3.4 INSUFFICIENT EARNINGS
In the event an employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deduction from the earnings due the employee on the first regular payday of the next succeeding month. Except as provided above, deductions for applicable service fees or dues shall be for the current month only.

3.5 REMITTANCE OF DUES
Union dues / fees deductions shall be remitted to the General Secretary Treasurer of the International Association of Machinists and Aerospace Workers. The Company shall furnish the dues / fees money and dues / fees deduction documentation electronically no later than ten (10) days following the payday the deduction for dues/fees is made for each month.
3.6 WHEN DUES ARE NOT DEDUCTED

Should an employee be promoted or transferred to a managerial / salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Secretary Treasurer of IAM&AW Local Lodge 2003.

3.7 NO SOLICITATION

There shall be no solicitation of employees for Union membership, dues or applicable service fees conducted upon the premises of the Company during times when either the employee (or employees) being solicited or the employee (or employees) performing such solicitation are being paid by the Company to perform work.

3.8 UNION SHOP

As provided herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended, shall as a condition of continued employment in such work become and remain members in good standing in the Union or pay applicable service fees within ninety-one (91) days following the beginning of such employment or the effective date of this Agreement, whichever is later.

3.8(a) The Local Lodge 2003 Educator or the appointed designee shall be permitted to address all new hires during the Company’s new hire briefing / orientation regarding Union membership as an employee for approximately twenty (20) minutes.

3.9 DISCHARGES FOR FAILURE TO PAY UNION DUES

The Company will within ten (10) workdays after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or pay applicable service fees as required by section 3.8. Any employee so discharged shall be deemed to be discharged for “just cause”. “Good standing” is defined as in compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.
ARTICLE 4 SENIORITY

4.1 SENIORITY DEFINED

Seniority is defined as the length of continuous service with the Company, subcontractor(s) and previous contractors in any one (1) or more bargaining units covered by this Agreement and shall be computed from the original date of hire except when seniority has been broken (as defined in Section 4.6), in which event seniority shall be computed from the last date of rehire. Upon transfer from one (1) bargaining unit to another, employees shall retain their seniority. All bargaining unit employees shall remain on one (1) seniority roster, regardless of employer (Prime or Sub-Contractor) and have all rights and benefits under this agreement. Relative seniority of all employees who have the same seniority date is determined in accordance with the last four (4) digits of each employee’s social security number, i.e., the lowest number has the most seniority; when the four (4) digits are identical the next previous digit which is not identical shall be determinative.

4.2 QUALIFICATIONS

In the application of principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications and physical capability to perform the work involved. “Qualified” or “qualifications” for the purpose of filling vacancies means that the employee meets the requirements of the job description.

For all other purposes under this contract, “qualified” or “qualifications” for also includes having the ability (includes all authorizations required) to perform the available work without the necessity of any additional training. In addition to these qualifications, Maintenance Test Pilots must have aircraft(s) qualifications and currency.

The lack of on the job training (OJT) shall not constitute as the lack of “qualifications”.

The Company will give preference to length of continuous service among employees who meet the requirements of this Section.

Upon reclassification, employees shall be given such guidance and orientation normally provided employees assigned to a particular classification or bonus pay job assignment.

4.3 ACQUISITION OF SENIORITY

A new employee and one who is re-employed after a break in his seniority shall not acquire any seniority under this Agreement until the expiration of ninety (90) days of continuous service following employment. If such employee is continued in the employ of the Company after the expiration of the ninety (90) day period, his seniority shall be computed from his last date of hire in accordance with the applicable provisions of this Agreement. Any separations of employment during said ninety (90) day probationary period shall not be made the basis of a claim or grievance against the Company and there shall be no obligation to re-employ such person; provided, however, that this provision shall not be used for the purpose of discrimination, as discrimination is defined in Article 2, Section 2.3.
4.3(a) A probationary employee shall not compete for a bonus pay job assignment, classification, location or shift, providing no senior employee has paperwork in for said position. A probationary employee may not be displaced from a classification, location or shift unless affected by the layoff of seniority employees.

4.3(a)(1) In the event of a new-hire/reclass vacancy for which there are no seniority employees currently on lay-off status, and for which there are no active employees with reclassification requests on file to fill said vacancy, requests from qualified probationary employees will be considered.

4.4 REHIRE OF PROBATIONARY EMPLOYEE
In the event that a probationary employee is rehired to the same classification within three (3) months after being terminated as part of a layoff process during his probationary period, he shall receive credit for his previous service as a probationary employee, if he worked at least one (1) month prior to termination.

4.5 PROBATIONARY EMPLOYEE ABSENCE
If a probationary employee is granted a leave of absence or is absent in excess of five (5) workdays (forty (40) hours) during his probationary period, the effective date of acquiring seniority shall be postponed by the period of time the employee has been absent or on leave.

4.6 BREAKING SENIORITY
An employee’s seniority shall be considered broken and all rights under this Agreement forfeited (except as otherwise specifically provided herein) when an employee:

4.6(a) Resigns or is discharged or accepts employment with the Company outside the bargaining units covered by this Agreement.

4.6(b) Fails or refuses to return to work within five (5) calendar days after being recalled, unless a satisfactory reason and documentation, if such documentation exists or can be acquired, is given to warrant leniency.

4.6(c) Is absent for three (3) consecutive workdays without reporting to the Company during the absence a reason which is sufficient to justify such absence, unless notification to the Company is beyond the employee’s control; otherwise, such absence shall be cause for termination. Compliance with this is not to be construed to mean that excessive absenteeism shall be tolerated.

4.6(d) Is absent due to layoff or medical leave of absence, or both, for a period equal to his length of seniority at the time of such layoff or leave of absence, but in no event in excess of five (5) years.

4.6(e) Has retired under the Retirement Plan for Bargaining Unit employees. This does not include an employee on medical leave of absence who draws pension / retirement benefits while on such leave.
4.7 INDEFINITE LAYOFF AND RECALL FROM LAYOFF

For the purpose of an indefinite layoff employees shall be laid off as follows:

4.7(a) Seniority employees with a layoff request on file will be laid off first. Then probationary employees in the line of progression affected shall be terminated, provided there are available seniority employees remaining in the classification affected who are willing and have the ability to perform the work of the probationary employees to be displaced.

4.7(b) Thereafter, seniority employees in the affected classification having the least seniority shall be laid off provided that an employee cannot be laid off in a lower classification while an employee is retained in his line of progression with less seniority, provided there are employees in the lower classification in the line of progression who have a status change request form on file at the time of the layoff and who are qualified for promotion to the higher classification. An employee notified of indefinite layoff has twenty-four (24) hours (excluding Saturday and Sunday) from time of notice to file a status change request form to compete for a higher job classification in his line of progression. Such employee who would otherwise be laid off shall, if he has the qualifications to perform the work, or if he previously successfully held the classification or bonus pay job, be allowed to:

4.7(b)(1) displace the least senior employee in the next lower classification in the line of progression; or

4.7(b)(2) displace the least senior employee in any classification he previously held; or

4.7(b)(3) displace the least senior employee in the lowest occupied classification in another line of progression; or

4.7(b)(4) elect a layoff and await recall to any job classification he is qualified to perform and for which he has filed a status change request. At the time an employee is given notice that he is being laid off from his classification, he must within twenty-four (24) hours (excluding Saturday and Sunday) select one of the above listed options or he shall be laid off effective the date stated in the layoff notice. An employee’s personnel file as it exists at the time the Company issues the layoff notice except for qualifications acquired less than thirty (30) days prior to the notice of layoff which must be submitted with his selection option, including on the job experience as shown in the personnel file, and the job description shall be the determining factor in the application of Section 4.7.

4.7(c) An Aircraft Technical/NDT Inspector, Flight Engineer or Flight Mechanic downgraded to an Aircraft Mechanic classification will be allowed to displace the least senior Leader provided he meets the requirements of the bonus pay job description.
4.7(d) When decreasing the work force in connection with an indefinite layoff, the Company shall give the least senior employee(s) in the classification and the Union at least ten (10) workdays notice. Affected employees on leave of absence or temporarily laid off may be notified of an indefinite layoff by certified letter or other documentable and verifiable means sent to their last known address as shown on the Company records. Employees actually laid off as a result of being displaced by a more senior employee under 4.7(b) are not subject to the ten (10) day notice provision but will receive at least three (3) workdays notice.

4.7(e) Maintenance Test Pilot aircraft qualifications will not be cause for indefinite layoff, i.e., layoffs of Maintenance Test Pilots will be by seniority, however, a Maintenance Test Pilot who fails to qualify in a particular type aircraft after receiving the usual and normal training will be laid off provided other aircraft which he is qualified to fly are not available.

4.7(f) RECALL FROM LAYOFF
Notification of recall for the purpose of this shall be made by certified mail, telegram or other documentable and verifiable means addressed to the employee’s last known address as shown on the Company’s records. Failure of the employee to keep the Company informed of his current address shall relieve the Company of any obligations for recall of said employee. Failure to receive notice of recall shall be considered a satisfactory reason for not returning to work within five (5) calendar days, so as to retain seniority, but shall not oblige the Company to hold the position open. An employee who fails to receive the notice, and is not otherwise aware of his recall, and therefore does not report to work within five (5) calendar days shall continue to accrue seniority, but there shall be no further duty to recall the employee until the employee notifies the Human Resources section.

4.7(g) LAYOFF/RECALL LIST
The Company shall submit to the Union a list of Bargaining Unit employees laid off or recalled as soon as final determination is made, but in any event, not later than five (5) workdays after such layoff or recall. The list shall contain the employee’s name, classification and seniority date.

4.7(h) The lack of On the Job Training (OJT) shall not constitute a reason for layoff.

4.8 TEMPORARY LAYOFFS
Temporary layoffs shall consist of ten (10) workdays or less duration or for a longer period extended by mutual agreement. Temporary layoffs during the Christmas Holiday Period may be of twelve (12) workday’s duration.

4.8(a) Temporary layoffs in all Bargaining Units of four (4) hours or less shall be made by overtime project, shift, shift start time and classification in accordance with seniority and qualifications.

4.8(a)(1) Temporary layoffs in the production and maintenance unit and the clerical unit in excess of four (4) hours not to exceed two (2) workdays, shall be made by overtime project, shift and classification, in accordance with seniority and qualifications. Temporary layoffs of more than two (2) workdays will be made by field location, shift and classification in accordance with seniority and qualifications.

4.8(a)(2) During the Christmas holiday period defined in Section 4.8 above, temporary layoffs in the Aircraft Mechanic classification will be by field, Aircraft Mission Design and shift in accordance with seniority and qualifications with the exception of Main Post, which will be by shift and overtime project.
4.8(a)(3) During the Christmas holiday period as defined in 4.8 above, temporary layoffs in the Materiel Specialist classification assigned to Main Post / Warehouse will be by shift and overtime project.

4.8(a)(4) During the Christmas holiday period as defined in 4.8 above, temporary layoffs for all classifications assigned to the Medevac Program will be by classification, shift and overtime project.

4.8(b) Temporary layoffs of more than four (4) hours in the Maintenance Test Pilot Unit will be by field location, by shift, in accordance with seniority and qualifications.

4.8(c) During temporary assignment to another location or shift, temporarily assigned employees will be affected by temporary layoff within his permanently assigned overtime project but will be allowed to work in the temporary assignment as long as more senior employees in his permanent overtime project are not laid-off.

4.8(d) Probationary employees will be placed on temporary layoff prior to seniority employees in the same classification, location and shift.

4.9 SENIORITY LISTS
The Company shall furnish electronic copies of the seniority list each January, April, July and October to the Union Business Representative. Exceptions to this shall occur when contract security makes it necessary to reduce distribution. However, a copy will be sent to the Union (District Lodge), and they shall be available for the shop stewards’ use in the managers’ offices. Seniority lists shall be compiled in compliance with this Article, indicating the employees by classification and bargaining unit. The seniority list will be updated weekly and will be available on Company computers through the Company web page for the Grievance / Negotiating Committee and shop stewards.

4.9(a) ERRORS IN SENIORITY LISTING - Any error in seniority listings reported to the Manager, Human Resources by the Union, upon showing of proof, shall be corrected. However, the Company shall not be obligated for any application of retroactivity.

4.10 NEW HIRES LIST
Each Monday, the Company shall furnish the Business Representative a list by name, classification and date of hire of bargaining unit employees, if any, hired the previous calendar week.

4.11 LEAVE OF ABSENCE LIST
By the 1st Monday of each Month, the Company shall furnish the Business Representative a list by name, classification and date of hire of bargaining unit employees, if any, out on any leaves of absences or returning from any leaves of absences the previous calendar month. The list will contain the type of leave the employee is taking.

4.12 UBU LIST
Each Monday, the Company shall furnish the Business Representative a list by name, classification and date of hire of bargaining unit employees, if any, that has been coded Union Business Unpaid (UBU).
ARTICLE 5 LEAVES OF ABSENCE

5.1 UNION EMPLOYMENT
An employee elected or selected to a full-time job in the local Union, AFL-CIO, or the IAM Federal Credit Union, or the International Union, which takes him from his employment with the Company, shall upon written request to the Company receive leave of absence, without pay, for a period equal to his tenure of employment with the Union. Upon completion of his leave of absence during the existence of this Agreement, he shall be re-employed according to his seniority in work generally similar to that which he did last prior to leaving at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, and he has the ability to perform such work. Seniority shall accumulate during such leave of absence.

5.2 UNION LEAVE
Leaves of absence without pay for official Union business shall be granted by the Company on three (3) days written request of the Union, provided the absence does not adversely impact mission requirements. Employees on Union leave at any one time will not exceed 2% of the P&M, Clerical, and Maintenance Test Pilot bargaining units combined. The Company shall waive the three (3) day notice when requests are of an emergency nature. The Union shall honor and respect the requirements of production in requests for leaves of absence for Union business.

5.2(a) Should a conflict occur with overtime scheduled on a Union election day, an employee will be granted sufficient time to vote.

5.3 TEMPORARY MEDICAL CONDITIONS
Leaves of absence for temporary medical conditions shall be granted to employees without pay for a period not exceeding thirty (30) days, provided the employee furnishes satisfactory proof of such medical conditions prior to granting such leave. If the medical leave continues beyond the thirty (30) days, the leave of absence shall be extended provided the employee furnishes the Company with a report from a licensed physician stating the necessity for such extension.

5.3(a) The Company reserves the right to require a medical certificate for absences in excess of three (3) days or whenever unusual circumstances indicate probable abuses, prior to authorization of absence.

5.4 LISTING PROVIDED UNION
At the end of each month, the Company shall furnish the Union a list of employees on extended medical leave of absence. This list shall include the date each leave commenced.

5.5 LEAVE FOR PERSONAL REASONS
Leaves of absence without pay for relatively short periods (three (3) consecutive workdays or more) may be granted to employees for personal reasons and seniority shall accumulate during such leaves.

5.6 WORKERS’ COMPENSATION LEAVE
Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers’ Compensation Act of Alabama shall be given leave of absence without pay, not to exceed five (5) years and shall accrue seniority while on such leave.
5.7 FALSE PRETENSE
Any leave of absence obtained through false pretense shall be invalid and the employee’s absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted, including discharge.

5.8 APPLICATION FOR LEAVE
All applications for a leave of absence shall be made in writing by the employee (unless beyond the employee’s capability) on a form provided by the Company, and if approved or disapproved, the employee shall be so notified in writing.

5.9 CERTIFICATE OF FITNESS
Should a medical leave (IAW Article 25.8) require absence from work for treatment or convalescence, a certificate of fitness from a medical doctor must be furnished to Human Resources by the employee prior to return to work. The Company may require a physical examination by a medical doctor selected by the Company prior to the employee’s return to work. If the Company requires such physical examination, it must schedule the employee’s appointment with the doctor. The examination shall be at the Company’s expense.

5.9(a) In the case of pilots, the Company may require a physical examination by a flight surgeon; however, the pilot may, at the Company’s discretion based upon work availability, be returned to work on non-flight status for up to sixty (60) days while awaiting clearance by the flight surgeon.

5.10 MILITARY LEAVE
An employee who has received a leave of absence for military duty shall not be paid his unused vacation and personal leave accruals unless he so requests. An employee who has had his accruals paid off, shall upon return, be allowed to take an equivalent amount of time off without pay.

5.11 PUBLIC OFFICE
Any seniority employee electing to campaign for a public office shall be allowed to take a leave without pay for a period of time necessary to conduct his campaign. Should a seniority employee be elected or appointed to full-time public office, he shall be granted a leave of absence, without pay, for a period equal to his length of service at the time of such leave of absence, but in no event in excess of the second term of office. Seniority shall accumulate during such leave.

5.12 BEREAVEMENT LEAVE
Bereavement leave up to three (3) workdays can be taken and shall be paid when an employee loses time from work due to the death of a member of his immediate family. If a death in the immediate family occurs during the time an employee is out on previously arranged vacation, the employee will be paid bereavement leave instead of vacation leave. Bereavement leave shall be paid only upon request. Members of the immediate family include the employee’s grandchild, step grandchild, father, mother, spouse, sister, brother, child and current relatives as follows: stepfather, stepmother, half-sister, half-brother, stepsister, stepbrother, stepchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law. Verification acceptable to the Company of the death and relationship shall be given to the Company upon request. Bereavement leave can be taken on the day of death and any time during the thirty (30) calendar days after the death or extended upon mutual agreement by the company and union.
5.12(a) Two (2) days can be taken and shall be paid when an employee loses time from work due to the death of a grandparent or current spouse’s grandparent, brother-in-law, or sister-in-law. In the event that a grandparent raised an employee as a parent, such grandparent may be considered a parent for the purpose of this provision. “Child” includes a foster child placed in the employee’s home by a state agency.

5.12(b) If an employee must attend services which include travel greater than four hundred (400) miles, and less than six hundred (600) miles, one (1) additional paid day shall be granted.

5.12(c) If an employee must attend services which include travel greater than six hundred (600) miles, two (2) additional paid days shall be granted.

5.12(d) Leave of Absence (LOA) without pay shall be granted to employees for a period not to exceed thirty (30) calendar days for a death of a spouse, or child, subject to operational requirements of the Company. A LOA may be extended by the Company. A request for a LOA must be submitted on a Request for Leave of Absence form and approved in writing by the applicable Company Representative prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee.

5.12(e) Bereavement leave shall not include premium pay nor be paid for any day that the employee receives holiday pay.

5.13 RESERVE MILITARY SERVICE OR DISASTER RELIEF WITH THE NATIONAL GUARD

Employees ordered to active duty or disaster relief with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed fifteen (15) workdays each fiscal year or as required for disaster relief activations provided the employee furnishes the Company a copy of his military orders at the time the leave of absence is requested. Employees granted leave shall be paid the difference in the earned military base pay (base plus longevity pay) he received while on active duty and the pay he would have received had he worked his regular schedule during his leave of absence. In order to be eligible for payment, the employee shall be required to furnish the Accounting Department a government computer printout or a certificate signed by his disbursing agent setting forth the amount of military base pay he earned during his leave period. Fifteen (15) days of differential pay is the maximum paid under this provision.

5.13(a) Employees may request vacation leave pay while in a military leave of absence status. An employee granted vacation leave pay while on military leave shall receive vacation leave pay at his regular rate in addition to the military leave pay differential. The payment of vacation leave pay during a military leave of absence does not establish eligibility for holiday pay.

5.14 FIRST RESPONDER LEAVE

In the event of an official activation of an employee who has completed his probationary period and is an active First Responder, he shall receive pay equal to his regular rate of pay not to exceed eight (8) hours for such time lost each day when required to serve in such capacity during disaster, such as floods, tornados, storms, or other tragedies involving human life, providing it is absolutely necessary that he serve at this time. This paid leave shall be limited to three (3) workdays on any single activation. Notice of such service must be given to the Company as soon as possible and proof of duty must be submitted on a form provided by the Company to the satisfaction of the Company before this becomes applicable.
5.15 VOTER LEAVE
An employee who is a registered voter shall be granted time off from assigned Company duties to vote in any state or federal election and shall be paid at his regular hourly rate for such time lost, not to exceed one (1) hour within his standard daily work schedule, in the event the employee does not have adequate time to vote before or after his regularly scheduled shift.

5.16 JURY AND WITNESS DUTY
When an employee is required to serve on jury duty, or as a witness in a court of law, or is subpoenaed to appear for a deposition and reports for same on a regularly scheduled work day, he shall receive eight (8) hours pay for each day, not to exceed one hundred eighty (180) workdays per fiscal year, at his regular rate. This section does not apply if the employee is a litigant to the cause.

5.16(a) Notice of such service must be given to the Company upon receipt of jury summons or witness subpoena and proof of such duty must be submitted to the satisfaction of the Company before this Article shall apply.

5.17 REPORTING ABSENCES
Each employee will report his absence from work prior to the beginning of his shift on the day of absence, or if unable to do so, report his absence as soon as possible after shift starting time. Each field or department will designate an office location and telephone number for employees to call to report their absence from work and maintain a call-in log showing employee’s name, badge number, classification, date and time call received, by whom and reason given for absence. Determination of whether the absence will be authorized or unauthorized will be made by the employee’s immediate supervisor based on the facts of each case.

5.17(a) If absence is authorized, employees will be required to use any available Personal leave; in the absence of Personal leave, any vacation leave balance greater than eighty (80) hours that is not locked in by annual vacation scheduling, will be required to be used. If employee has both Personal and vacation available, employee may elect which to use first.

5.18 FAMILY AND MEDICAL LEAVE
The Company and the employee will comply with all federal laws governing FMLA. All leave approved under the FMLA will be considered unpaid leave. This leave will not run concurrently with any accrued paid leave, short term disability, or worker’s compensation benefits unless requested by the employee.

5.18(a) Employees may obtain the appropriate paperwork and application for FMLA from the appropriate Human Resources office, the Administrative Specialist, or the appropriate intranet portal.
### ARTICLE 6 UNION REPRESENTATION

#### 6.1 STEWARDS AND GRIEVANCE/NEGOTIATING COMMITTEE

Grievance / Negotiating Committee persons and Shop Stewards shall be assigned to areas of representation as follows: The number of shop stewards and Committee persons may be increased or decreased by agreement of the Company and the Union.

<table>
<thead>
<tr>
<th>SHOP STEWARD</th>
<th>AREA OF REPRESENTATION “one per shift / area”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Force – Flight Line</td>
<td>Hanchey Field – Range</td>
</tr>
<tr>
<td>Air Force – Supply Warehouse, Hangar 30103</td>
<td>Knox – 25165</td>
</tr>
<tr>
<td>Air Force – Clerical</td>
<td>Knox – OWW</td>
</tr>
<tr>
<td>Cairns Field – Back Shops</td>
<td>Knox – ALSE and Supply – 25165 and 25172</td>
</tr>
<tr>
<td>Cairns Field – TH-67 Flight Line</td>
<td>Knox – Phase</td>
</tr>
<tr>
<td>Cairns Field – TH-67 Unscheduled, Supply and Motor Pool 30108</td>
<td>Lowe Field – Building 40113</td>
</tr>
<tr>
<td>Cairns Field – TH-67 Scheduled / Major Maintenance and Supply 30104</td>
<td>Lowe Field – Building 40117</td>
</tr>
<tr>
<td>Cairns Field – OWW (ALL)</td>
<td>Lowe Field – Building 40120</td>
</tr>
<tr>
<td>Cairns – ALSE</td>
<td>Lowe Field – Avionics</td>
</tr>
<tr>
<td>Cairns – UH-72 Hangar and Supply 30300</td>
<td>Lowe Field – Flight Line West Ramp (A-D), ALSE and Motorpool, 40129, 40163</td>
</tr>
<tr>
<td>Clerical – Each location</td>
<td>Lowe Field – MEDEVAC</td>
</tr>
<tr>
<td>Consolidated Phase Maintenance – UH-60L</td>
<td>Lowe Field – Monitors</td>
</tr>
<tr>
<td>Consolidated Phase Maintenance – UH-60M</td>
<td>Lowe Field – OWW (ALL)</td>
</tr>
<tr>
<td>Consolidated Phase Maintenance – AH-64</td>
<td>Main Post – Building 1001 – East End</td>
</tr>
<tr>
<td>Consolidated Phase Maintenance – CCAD</td>
<td>Main Post – Building 1001 – OWW</td>
</tr>
<tr>
<td>Consolidated Phase Maintenance – Building 50400</td>
<td>Main Post – Building 1001 – West End</td>
</tr>
<tr>
<td>Hanchey Field – Buildings 50207, 50208, and 50209</td>
<td>Main Post – Main Motorpool – Engine Test Cell 405, 7206</td>
</tr>
<tr>
<td>Hanchey Field – Buildings 50202 and 50203</td>
<td>Main Post – Materiel Warehouses – 1100</td>
</tr>
<tr>
<td>Hanchey Field – Building 50201, 50204 and, Wash Rack 50404</td>
<td>Maintenance Test Pilots – Each location</td>
</tr>
<tr>
<td>Hanchey Field – Building 50211, 50130, ALSE and EETF</td>
<td>Shell Field – Hangar 104 and Flight Line</td>
</tr>
<tr>
<td>Hanchey Field – Flight Line</td>
<td>Shell Field – ALSE and Supply</td>
</tr>
<tr>
<td>Hanchey Field – OWW (ALL)</td>
<td>Shell Field – OWW (ALL)</td>
</tr>
</tbody>
</table>
### GRIEVANCE/NEGOTIATING COMMITTEE PERSON
**AREA OF REPRESENTATION**
(One each location, if occupied)

<table>
<thead>
<tr>
<th>Area</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Force</td>
<td>Knox Field</td>
</tr>
<tr>
<td>Cairns Field</td>
<td>Lowe Field</td>
</tr>
<tr>
<td>Clerical</td>
<td>Main Post</td>
</tr>
<tr>
<td>Consolidated Phase Maintenance</td>
<td>Maintenance Test Pilots</td>
</tr>
<tr>
<td>Hanchey Field</td>
<td>Shell Field</td>
</tr>
</tbody>
</table>

### 6.2 TEMPORARY TRANSFERS OF STEWARDS

No shop steward shall be elected for an area of representation unless he is permanently assigned to work in such an area. No shop steward shall be permanently transferred or bumped out of his permanent assigned area of representation as specified above as long as there is work available therein for his job classification or bonus pay job which he has the ability to and is willing to perform, seniority permitting, except by agreement; however, that no promotion shall result from his retention in such area. Shop stewards are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.

### 6.3 NOTIFICATION TO THE COMPANY

The Union shall notify the Manager, Human Resources within fifteen (15) days after the effective date of this Agreement and furnish a complete list in writing containing the names of the Secretary Treasurer, Grievance / Negotiating Committee, and shop stewards. Such list shall designate the office held and the area each shop steward is assigned as provided in this Agreement. Thereafter, the Union shall notify the Manager, Human Resources promptly, in writing, of any changes, and the Company shall not be obligated to recognize or deal with the Secretary Treasurer, Grievance / Negotiating Committee, or shop steward until receipt of written notification. All such notifications shall be on the official stationery of the Union. In such cases the Manager, Human Resources shall give immediate recognition.

### 6.4 STEWARDS MUST HAVE SENIORITY

Only employees who have seniority shall be eligible to serve as shop stewards or on the Grievance / Negotiating Committee.

### 6.5 STEWARD PROCESS GRIEVANCES IN THEIR AREA

Shop stewards shall not handle any grievance arising outside of their respective areas except in the absence of a shop steward. In such an event, the shop steward assigned to the area nearest the absent shop steward’s area shall be permitted to handle grievances in the absent shop steward’s area in accordance with Article 7 of this Agreement.

### 6.6 NO TRANSFER OF COMMITTEE PERSON

A duly elected Grievance / Negotiating Committee person shall not be transferred from his assigned area of representation as long as there is work available therein which he has the ability to and is willing to perform, except by agreement between the Company and the Union; provided however, that no promotion shall result solely from his retention as a Grievance / Negotiating Committee person in such area. Committee persons are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.
6.7  **FULL TIME UNION REPRESENTATIVES**
Full time representatives of the Union shall have access to grievance meetings in Step III of the grievance procedure and to arbitration hearings. Such representatives shall have access to work areas with prior authorization of the Manager, Labor Relations.

6.8  **LOCKERS**
The Company will provide a locker, desk, or other means of safeguarding materials for the exclusive use of shop stewards and Grievance / Negotiating Committee.
ARTICLE 7 GRIEVANCE PROCEDURE

7.1 GRIEVANCE POLICY
The parties agree that all complaints and grievances, monetary or otherwise, should be resolved, whenever possible, with the immediate supervisor and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. The Company will have oversight of the grievance and human resource processes. All parties will make every effort to resolve all issues in a timely manner. All monetary grievance settlements will be paid within two (2) pay cycles of the settlement. The Company will notify the Chairman of the Committee and the assigned Business Representative or his designee, when payment is issued, and the amount of payment.

7.1(a) DISCHARGE OR SUSPENSION - The Company will notify the Chairman of the Committee or his / her designee at the time of the suspension or discharge. A grievance arising out of discharge or disciplinary suspension must be filed with the Manager, Human Resources or designee, within five (5) workdays after the notification of the GNC Chairman. Such discharge or suspension shall be processed in Step III.

7.2 GRIEVANCE DEFINED
The term “grievance” as used in this Agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this Agreement. Employees who have a complaint regarding pay, facilities or status changes (reclassification, location transfer, shift change, or displacement) are required to file a complaint (on a form provided by the Company) with the appropriate department prior to filing a grievance on the same subject. If a grievance is filed on one of these subjects prior to filing the appropriate complaint form, the grievance will be returned to the grievant without action. Should the Company fail to respond to the complaint within ten (10) workdays, or the employee is dissatisfied with the response then the complaint shall be considered as a grievance at the third step of the grievance procedure.

7.3 STEP I
An aggrieved employee shall first present his grievance verbally to his supervisor, with or without his steward as the employee may determine within five (5) workdays after the grievance occurred, or the grievant should have diligently known. A grievance settled in Step I shall not be a precedent binding on other grievances. An employee having a grievance shall be given a reasonable time to take the grievance up with the shop steward during working hours without loss of pay to the employee. The supervisor must give the grievant (and steward if applicable) a verbal answer within five (5) workdays.

7.4 STEP II
If the employee is unable to resolve the grievance with his supervisor to his satisfaction, he may reduce it to writing on a form furnished by the Company, provided that the written grievance is signed by the employee and is filed with the employee’s manager within five (5) workdays from the date of the Step I answer. No wage claim shall be valid for a period of more than twelve (12) months prior to the filing of the grievance.
7.4(a) The Company will schedule a meeting in Step II within five (5) workdays from receipt of the written grievance, to be attended by the grievant, the shop steward, a Grievance / Negotiating Committee person and persons designated by the Company. The persons attending the meeting on behalf of the Company and the Union have the responsibility and authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. A grievance settled in Step II shall not set a precedent binding on other grievances. If the grievance is not settled in Step II, the Company shall give a written answer to the Union within five (5) workdays after the Step II meeting.

7.5 **STEP III**

If the grievance is not settled in Step II, a Grievance / Negotiating Committee person may process it to Step III by forwarding the grievance, and attachments or references, if any, to the Manager, Human Resources (or his/her designee) through the Grievance Manager within five (5) workdays after the Company’s Step II answer is received by the Union.

7.5(a) The grievance will be acknowledged, date and time of receipt indicated, and a copy will be returned to the Union Business Representative (or his / her designee) immediately. The grievance will be considered at the next Step III meeting of the Grievance / Negotiating Committee, provided the Company receives the grievance five (5) workdays prior to the Step III meeting. Grievances received by the Company after that time will be processed in the next following Step III meeting.

7.5(b) Step III meetings will be scheduled upon request of the Business Representative (or his / her designee) or the Manager, Labor Relations (or his / her designee). The requested Step III meeting shall occur within the next five (5) workdays.

7.5(c) The Union will request the grievant to attend the Step III meeting to discuss the grievance. The Company will ensure the appropriate manager / supervisor attends the meeting with the grievant. The grievant will then be excused from the meeting. Should the parties choose to caucus, they will then reconvene to discuss their positions and attempt to resolve the grievance.

7.5(d) The persons attending the meeting on behalf of the Company and the Union have the responsibility and authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal, or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. It will be indicated on the grievance answer form whether or not such settlement will set a precedent binding on other grievances. If the grievance is not resolved, the parties may mutually agree to extend, or the Company shall give a written answer to the Union within five (5) workdays after the Step III meeting.

7.5(e) A grievant or Grievance / Negotiating Committee person not on the clock when a Step III meeting is held will be allowed equivalent paid time off during their shift / workday immediately following the Step III meeting.
7.6 REFERRAL TO ARBITRATION
If the grievance is not settled, the Union may refer the grievance to arbitration, by filing a written notice to Human Resources to arbitrate no later than thirty (30) calendar days after the Company’s Step III answer. The Union will request from The Federal Mediation and Conciliation Service a list of seven (7) impartial arbitrators provided however, that no grievance will be processed to arbitration unless written notice is received by the Company as noted above. Any notice to arbitrate not timely delivered to the Company shall be without effect, and the grievance process shall cease.

7.7 FORM OF GRIEVANCE
The written grievance shall set forth the complaint and remedy sought, the number of the article / section of the Agreement claimed as the basis of the grievance, and this, together with any accompanying statements, shall be dated and signed by the grievant and the shop steward presenting the grievance provided however, that the shop steward, a Grievance / Negotiating Committee person and the grievant may amend the grievance and the Company may amend the answer prior to the conclusion of Step III. After the conclusion of Step III, amendments may be made only by mutual agreement.

7.8 TIME LIMITS
Time limits may be extended only by written agreement of the Company and the Union prior to expiration of the time limitation. In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays, non-workdays and holidays shall not be counted.

7.8(a) Any grievance not timely filed shall be waived, and any grievance not timely answered in Step II may be forwarded by a Grievance / Negotiating Committee person to Step III. If the Company’s Step II or Step III answer is not timely, the grievant shall be paid an additional fifteen (15) percent of any monetary award resulting from resolution of the grievance.

7.8(b) Step III grievances not involving monetary awards shall be automatically awarded to the grievant should the Company fail to answer the grievance in a timely manner.

7.9 GROUPING OF GRIEVANCES
When like grievances are filed by more than one (1) employee, they may be grouped together and considered in Step III.

7.10 INVOLVEMENT IN GRIEVANCE PROCESSING
Employees, shop stewards and Grievance / Negotiating Committee persons involved in a grievance process shall make necessary arrangements with their respective supervisors and shall cooperate to expedite the process. Shop stewards and Grievance / Negotiating Committee persons shall be allowed to spend such time as necessary and reasonable in resolving grievances without deduction of pay, provided that no time shall be spent in soliciting grievances.

7.11 POLICY GRIEVANCES
Policy grievances may be filed in Step III. A policy grievance is defined as a grievance involving the interpretation, application, claim of breach or violation of the Agreement affecting the wages, hours or working conditions of a group of employees, including claims of unilateral implementation of new contract language and new job descriptions, as distinguished from a grievance affecting individual employees.
7.12 PRIORITY GRIEVANCES
Grievances filed by the Union concerning termination of Bargaining Unit employees and disciplinary action involving Union Representatives shall be presented directly in Step III and heard by the parties at the first available Step III meeting.

7.13 NO RETROACTIVITY
There shall be no retroactive application of the grievance procedure of this Agreement. Grievances which arose under the previous collective bargaining agreement will not be extinguished by the termination of that agreement, if otherwise timely, and can be processed under that agreement in the same manner as if it had not been terminated.

7.14 PAST PRACTICES
Past practices of M1 Support Services predecessor employers shall not be binding on the Company or the Union unless the Company and the Union agree in writing that a specific past practice is applicable.

7.15 GRIEVANCE SOFTWARE
All Union Shop Stewards, Grievance Negotiating Committee, Program Managers, Assistant Program Managers, and Labor Relations personnel shall have computer access to the Union Grievance Tracking Software to input / view grievances and print grievance forms.
ARTICLE 8 ARBITRATION

8.1 SUBMITTED ON TIMELY NOTICE

A grievance may be submitted to an impartial arbitrator if the Union has given timely notice to arbitrate, as provided in Section 7.6. Upon mutual consent, more than one (1) grievance may be submitted to an arbitrator.

8.2 SELECTING THE ARBITRATOR

The Union, upon giving notice to the Company of desire to arbitrate, shall then request the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators. Upon receipt of and from such list the parties shall choose the arbitrator within ten (10) days after receipt of such list, by alternately striking one (1) name from such list until only one (1) name remains, and that person shall be the arbitrator. (The right to strike the first name shall be determined by lot.) The arbitration hearing must be held within sixty (60) days thereafter, if the selected arbitrator is available in that time frame and the arbitrator must render his award within thirty (30) days after the close of the hearing. Either party may file a post hearing brief based on a schedule set by the arbitrator. If a brief(s) is filed, the hearing shall be considered closed on the date of the filing of the brief(s). The Company will reimburse the Union one-half (1/2) the cost of the FMCS panel for grievances which are actually arbitrated or settled prior to arbitration. This payment will be made within thirty (30) days of the arbitration hearing or settlement prior to arbitration.

8.3 LIMITATION OF ARBITRATOR’S AUTHORITY

The arbitrator shall consider only those issues, including any amendments that were made pursuant to Section 7.7, which have been properly carried through all steps of the grievance procedure. The arbitrator shall afford to the Company, the Union and the employee or employees involved a reasonable opportunity to present the evidence, witnesses and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his decision shall be confined to a determination of the facts and the interpretation or application of the specific provision of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting solely an arbitrable issue under this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or amend any provisions of this Agreement. The arbitrator shall have no authority to interpret any state or federal law when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. The arbitrator shall be bound solely by the evidence presented to him at the hearing and any arguments submitted at the hearing or in post hearing briefs. No new evidence may be submitted with the brief. The decision of the arbitrator shall be rendered as soon as practical after the hearing, but in no event beyond thirty (30) calendar days after the close of said hearing. The arbitrator’s decision shall be final and binding on the Company, the Union and the employee or employees involved, subject to the limitations specified in the Agreement.

8.4 LIMITATION ON PAST PRACTICES

In reaching a decision under this Agreement, the arbitrator shall not admit into evidence nor in any way consider any past practices of any predecessor contractor on the Ft. Rucker contract, which occurred on or before April 1, 2018. This section can only be waived if both parties at the arbitration hearing clearly and expressly agree that any such past practices may be considered.
8.5 SHARING OF FEES
The compensation of the arbitrator for his services and expenses in connection with the case (or cases submitted to him if the parties mutually agree that more than one (1) case may be submitted) shall be shared equally between the Company and the Union. Each party will bear the cost of presenting their own case. The cost of a court reporter and the transcript will be borne equally by the parties if both parties order a copy of the transcript.

8.6 EXTENSION OF TIME LIMITS
Time limits can be extended by mutual written agreement.

8.7 SUBMISSION OF NON-CONTRACT ISSUES
The Company and the Union may mutually agree to submit any other questions other than those expressly provided for in this contract to the arbitrator for determination.

8.8 EXPEDITED ARBITRATION
Unresolved grievances referred to in Sections 7.11 and 7.12 shall be arbitrated on an expedited basis. The Company and the Union shall jointly submit a request for a panel of arbitrators as noted in Section 8.2 with the agreement to strike the panel within five (5) calendar days of receipt and schedule a hearing within thirty (30) calendar days of the selection of an arbitrator. The selected arbitrator must be required to submit a decision within thirty (30) calendar days of the hearing. The Company and the Union agree the arbitrator’s decision shall be immediately implemented upon receipt.
ARTICLE 9 STRIKES, LOCKOUTS, AND WORK STOPPAGES

9.1 NO STRIKES
The Union, its officers and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work or any acts of any nature which would interfere with production and no picketing of any kind, whether predicated upon economic issues, alleged grievances, alleged contract violations, alleged unfair labor practices, sympathy for other employees of the Company or of any other employer, or otherwise. Failure or refusal on the part of any employee of the Company to comply with any or all provisions of this shall be sufficient grounds for penalty or discharge. Employees shall not be disciplined for refusing to cross a picket line at the entrance to Fort Rucker if a reserved gate has not been established. 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.

9.2 RESPONSIBILITY FOR ACTS
The responsibility of the Company or the Union for acts of employees, members or other persons shall depend upon the agency of such persons.
ARTICLE 10 HOURS OF WORK

10.1 NO GUARANTEE OF HOURS
The purpose of this Article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of hours of work for any period.

10.2 WORKDAY DEFINED
The employee’s assigned workday for each shift (except third shift) shall consist of eight (8) hours, (ten (10) hours for 4/10 Odd workweek), exclusive of lunch for each shift in the twenty-four (24) consecutive hour period following his assigned starting time of his respective shift on his first scheduled workday except as otherwise provided in Section 10.5.

10.3 CALENDAR DAY DEFINED
The calendar day worked for the respective shifts shall be determined as of the day the first shift starts to work.

10.4 WORKWEEK DEFINED
The employee’s assigned workweek shall begin with the starting of the employee’s first twenty-four (24) hour period as defined in Section 10.2 and shall end one hundred sixty-eight (168) hours later.

10.4(a) Employees will not have their workweek changed for TDY assignments of seven (7) days or less.

10.4(b) Employees’ change of shift, workweek and starting time assignments will be made effective on Mondays.

10.5 REGULAR AND ODD WORKWEEK DEFINED
The “regular” assigned workweek shall consist of forty (40) hours, five (5) consecutive days, beginning on Monday. The “Odd” assigned workweek shall consist of forty (40) hours, five (5) consecutive days beginning on a day other than Monday or four (4) consecutive ten (10) hour days worked, which includes one (1) weekend day off either Saturday or Sunday. The third shift shall consist of forty (40) hours with a paid one-half (1/2) hour lunch period per day IAW Article 10.16.

10.6 SHIFTS DEFINED
Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift: Beginning at or after 5:00 a.m. but before 11:00 a.m.
Second Shift: Beginning at or after 11:00 a.m. but before 6:00 p.m.
Third Shift: Beginning at or after 6:00 p.m. but before 5:00 a.m.
10.7 **REST PERIODS**

Employees will be allowed one (1) scheduled ten (10) minute rest period before and one (1) ten (10) minute rest period after lunch in each complete scheduled workday; the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period and will attempt to establish the second rest period approximately mid-way between the lunch period and the end of the shift. Employees required to work overtime shall be entitled to take a ten (10) minute rest period prior to starting overtime and the regularly scheduled rest period on the shift where the overtime is worked after working the second hour of overtime. Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period. Employees will be allowed to clean up their workstations as required prior to the end of the shift.

10.8 **TARDINESS DEFINED**

The Company will use one-tenth (1/10) of an hour (six (6) minutes) as a unit in computing tardiness. If an employee clocks “in” from one (1) to six (6) minutes late, the employee will lose one-tenth (1/10) of an hour (six (6) minutes); any tardiness beyond six (6) minutes, the regular procedure of computing the time in multiples of six (6) minute intervals will apply. Employees shall not be required to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

10.9 **EARLY STARTING**

When an employee arrives at the plant earlier than the normal starting time for his shift, the employee shall not record time on his clock card prior to fifteen (15) minutes before the shift starting time. No payment will be made for early starting unless the supervisor has requested in writing that the employee start to work at a time earlier than the normal starting time and such time is approved. Without a prior written request of the supervisor, the employee will not start to work prior to his scheduled starting time.

10.10 **TIME KEEPING**

Should an employee fail to clock in, such employee will bring the matter to the attention of his supervisor and the employee will be required to prove to the supervisor that he was at work during any time for which the employee wants credit. No employee shall clock in or out for any other employee.

10.11 **READY FOR WORK**

An employee shall be expected to be at his workstation ready for work at the beginning of his shift and is to continue working until the end of said shift.

10.12 **REPORTING PAY**

An employee who is scheduled and reports for work at the scheduled time without having been notified, by documentable and verifiable means, not to so report, shall be given four (4) hours work, (five (5) hours for 4/10 Odd workweek), of any type which is available, or if no such work is available, he shall be given four (4) hours pay, (five (5) hours pay for 4/10 Odd workweek), at his applicable rate; provided, however, that if work is not available as a result of circumstances beyond the control of the management, the Company shall not be so obligated, such as: natural disasters, flood, snow, tornado, power outages or other like conditions affecting driving and working conditions or when the Army closes the post. If a supervisor instructs an employee to report to work, his next scheduled shift he will be paid a minimum four (4) hours pay, (five (5) hours pay for 4/10 Odd workweek).
10.13 **CALL BACK PAY**

An employee who is called and reports back for work after he has completed his regularly assigned shift and departed from the premises shall receive a minimum of four (4) hours, (five (5) hours for 4/10 Odd workweek), pay at his applicable rate, unless such work is to be performed immediately before and in conjunction with the employee’s next shift as provided in Section 10.15. If there is less than four (4) hours, (five (5) hours for 4/10 Odd workweek), work available and the employee opts to leave, he shall be paid only for the time worked.

10.14 **CALL IN PAY**

When an employee is not scheduled and is called and reports for work, outside his scheduled workweek, he shall receive a minimum of four (4) hours, (five (5) hours for 4/10 Odd workweek), work or four (4) hours, (five (5) hours for 4/10 Odd workweek), pay at the applicable rate except when the employee opts to leave when the work is completed.

10.15 **EARLY STARTING TIMES**

If an employee is specifically notified and scheduled to start work four (4) hours or less before the starting time of his regularly scheduled shift, within his assigned workweek as set forth in Section 10.4, he shall be given the opportunity to remain at work until the end of his regular shift.

10.16 **LUNCH PERIODS**

Lunch period will be established and designated by the Company for periods ranging from thirty (30) minutes to one (1) hour, at approximately the midpoints of the shifts, in keeping with sound plant practices and efficiency.

To qualify for third (3rd) shift paid one-half (1/2) hour lunch period, an employee must work on the clock a minimum of three and half (3.5) hours on third (3rd) shift. These three and half (3.5) hours shall be computed from the employee’s clock in time, not to include the fifteen (15) minute period immediately preceding the shift start time. Prior to shift overtime shall count as time worked toward fulfilling the three and half (3.5) hours requirement. However, the one-half (1/2) hour lunch period shall not be paid more than one (1) time during each twenty-four (24) hour period.

An employee working on third (3rd) shift who clocks out after working three and half (3.5) hours shall be paid the one-half (1/2) lunch period.

An employee assigned to third (3rd) shift who reports for work at the scheduled time, without having been notified not to so report, shall be given three and half (3.5) hours work of any type available, and shall be paid for the one-half (1/2) hour lunch period. If no such work is available, he shall be paid four (4) hours at his applicable rate. However, if no work is available as a result of circumstances beyond the control of the company, such as natural disasters, flood, snow, tornado, power outages or other like conditions affecting driving and working conditions or when the Army closes the post, the Company shall not be so obligated, in accordance with Section 10.13 of the CBA.
When a third (3rd) shift employee is not scheduled and reports for work outside his scheduled work week, he shall receive a minimum of three and half (3.5) hours work and a paid one-half (1/2) hour lunch period, or four (4) hours pay at the applicable rate, except when the employee opts to leave when the work is completed, in accordance with section 10.13 of the CBA.

Third (3rd) shift paid lunch periods count as hours worked for overtime eligibility, and other benefits accrued by hours worked.
ARTICLE 11 OVERTIME

11.1  OVERTIME ELIGIBILITY
The Company will, insofar as it is practical and with due regards to production, equalize overtime among employees regularly assigned to and working in the same classification on the same shift and overtime project. Employees must have the necessary qualifications as defined by Section 4.2 (other purposes) to be eligible for overtime. Maintenance Test Pilots must be qualified and current in the type and model aircraft causing the overtime, and must meet crew rest requirements. Employees allowed to return to work on restricted or light duty must obtain a Return to Work Slip from Human Resources. Available overtime will be equalized at the time overtime is offered in accordance with the following procedure:

11.2  OVERTIME PROJECTS / ROSTERS

11.2(a) Overtime rosters will be maintained within each overtime project and may be reviewed by appropriate shop stewards, Committee person and assigned employees upon request.

11.2(b) When changes occur, rosters will be updated and posted at a designated area for each overtime project on first shift no later than 11:00 hours and by the end of lunch break on second (2nd) and third (3rd) shifts, and the Company will assure that the roster is updated and correct, prior to polling for overtime. Employees are responsible to review their time on overtime rosters, and to advise their supervisor of any discrepancy noted. The steward or a Committee person may also report discrepancies. The Company will correct errors on the overtime roster immediately upon verification and is not responsible for overtime scheduling errors unless an identified error is not corrected. If the error is verified and not corrected, the provision of Section 11.19 does not apply.

11.2(c) The Company and the Union Grievance / Negotiating Committee will discuss and attempt to resolve any issues that arise as a result of a Company proposed change in overtime projects. Should an issue not be resolved, the Union Grievance / Negotiating Committee can appeal the overtime project change to the next level of management for a determination prior to the implementation of such change.

11.2(d) Overtime rosters will be updated when changes occur for hours worked Monday through Thursday, with the exception of holidays. For the purpose of scheduling overtime on weekends (including sixth (6th) and seventh (7th) workdays), Christmas Eve and Christmas Day, New Year’s Eve and New Year’s Day, holidays, and long weekends as a result of holidays falling on or being observed on the day before or the day after a weekend, all overtime hours worked through the scheduled workday before the day weekend overtime is scheduled will be posted to the roster and the relative position of each employee on the overtime roster will be frozen until the first scheduled regular workday after the weekend.
11.2(e) Employees refusing any overtime will initial the overtime roster prior to leaving work for the day; or if not at work, on his next scheduled work day.

11.2(f) Overtime rosters for end of shift overtime will be posted as soon as possible but no later than one (1) hour before the start time of the overtime.

11.3 PREMIUM PAY

There shall be no pyramiding of premium or overtime pay, and nothing in this Agreement shall be construed to require the payment of premium or overtime pay more than once for the same hours worked. When more than one (1) premium or overtime rate applies, the highest rate will be used.

11.3(a) Overtime will be paid at the rate of one and one-half (1.5) times the regular rate of pay as follows:

11.3(a)(1) For all authorized hours worked in excess of eight (8), [ten (10) (4/10 Odd workweek)], hours worked in any regular workday, or in excess of forty (40) hours worked in the employee’s assigned workweek, for which overtime has not previously been paid.

11.3(a)(2) For all authorized work performed on the [fifth (5th) (4/10 Odd workweek)] sixth (6th), workday during the employee’s assigned workweek.

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

11.3(b)(1) For all authorized work performed on the seventh (7th) day during the employee’s assigned workweek.

11.3(b)(2) For all authorized hours worked in excess of twelve (12) hours in any workday.

11.3(b)(3) For all authorized work performed on a recognized holiday in addition to the straight time holiday pay, as provided in Article 12.

11.4 CHARGING OVERTIME

11.4(a) All overtime will be charged in one (1) hour increments; all partial hours worked will be dropped. Overtime hours will be charged on the overtime roster based on the number of overtime hours paid.

11.4(a)(1) Employees who refuse overtime and subsequently scheduled to work that overtime will be charged double the number of hours paid.

11.4(a)(2) Employees who refuse overtime and subsequently volunteer to work that overtime will be charged the number of hours paid.

11.4(a)(3) Employees who refuse to work overtime shall be charged the maximum number of hours paid at the rate specified.
11.4(b) An employee who has not worked his full shift, due to a partial day’s absence and is at work when the overtime is offered / scheduled, will be polled and may be scheduled for overtime, in accordance with the overtime hours on the overtime roster, and will be charged only with the number of hours paid which qualify for premium pay.

11.4(c) If an employee is scheduled to, and does attend, a joint function involving both the Union and the company, that employee, at his option, will not be charged for declining to accept voluntary overtime and will not be scheduled to work the overtime that interferes with his attendance at such meeting.

11.5 DEFINITIONS

11.5(a) Scheduled overtime is defined as overtime that is scheduled in advance while eligible employees are at work, except for scheduling, [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday overtime and holiday overtime under Sections 11.16(a)(1) and 11.16(b)(1).

11.5(b) Call-in overtime is defined as overtime that is scheduled while eligible employees are not at work.

11.5(c) Polling of overtime will be conducted during the clock-in process. Employees will be asked a question to determine the employees desire to work overtime.

11.5(c)(1) Employees shall indicate their desire to work, [fifth (5th) (4/10 Odd workweek)], sixth (6th), seventh (7th), and / or holiday overtime at a kiosk, or company website, during their regular work week no later than four (4) hours prior to the end of their shift on their, [fourth (4th) (4/10 Odd workweek)], fifth (5th) work day.

11.5(c)(2) Employees that do not volunteer for [fifth (5th) (4/10 Odd workweek)], sixth (6th), seventh (7th), and / or holiday overtime at the kiosk or website shall be considered as declining this overtime; however, employees may be scheduled to work the required overtime.

11.5(c)(3) Employees that are on vacation or any other leave that applies to Article 11.8 do not have to volunteer for [fifth (5th) (4/10 Odd workweek)], sixth (6th), seventh (7th), and / or holiday overtime at the kiosk or website.

11.5(d) Scheduling of overtime is defined as a supervisor on a one-on-one basis informing an employee that they have been scheduled for the overtime offered.

11.5(e) An employee may indicate his desire to amend his clock-in overtime answer by amending his answer on the overtime roster no later than the end of the employee’s lunch period. If overtime is anticipated, the overtime roster will be posted before the first break period and removed at the end of the lunch period.

11.6 WHEN OVERTIME IS CHARGED

11.6(a) All overtime paid will be charged on the overtime roster.
11.6(b) All scheduled [fifth (5th) (4/10 Odd workweek)] sixth (6th) and seventh (7th) workday and holiday overtime paid will be charged on the overtime roster.

11.6(c) Overtime hours paid as a result of a grievance settlement will be charged on the overtime roster upon approval of the Manager, Human Resource, or designee at the time received by the supervisor.

11.7 WHEN OVERTIME IS NOT CHARGED

11.7(a) Employees are not charged for any call-in overtime hours when they do not work the available overtime for any reason.

11.7(b) Employees are not charged for any overtime that is canceled.

11.7(c) Premium hours paid as a result of an employee backing into his previous workweek or workday is not charged on overtime roster.

11.8 EMPLOYEES ON VACATION

Employees on vacation are eligible for call-in overtime. An employee who works overtime while he is on vacation or immediately prior to returning from vacation, shall be paid at the appropriate rate.

11.8(a) Employees may volunteer but not be forced / scheduled for fifth (5th), sixth (6th), and seventh (7th) day overtime on the days immediately preceding a forty (40) hour block of vacation.

11.8(b) 4/10 ODD WORKWEEK VACATION

Employees may volunteer but not be forced / scheduled for end of shift overtime on the fourth (4th) day, nor fifth (5th), sixth (6th), and seventh (7th) day overtime on the days immediately preceding a forty (40) hour block of vacation for employees assigned to a 4/10 Odd workweek.

11.9 PROBATIONARY EMPLOYEES

A probationary employee will not compete for, nor work overtime until all permanent and temporary seniority employees in the same classification assigned on the same shift and location have been offered the overtime. Upon completion of his probationary period, an employee will be given one (1) hour more than the highest employee in his classification and overtime project to which he is assigned.

11.10 RECLASSIFICATION

Upon reclassification, the employee will be given the average number of hours of the overtime project and classification to which he is assigned as of the date of the assignment.

11.11 ABSENCE OVER THIRTY (30) DAYS

An employee on leave of absence as defined in Article 5, and / or indefinite layoff in excess of thirty (30) days will have his overtime hours recomputed to the average of the overtime project to which he is assigned upon return, but in no case will his hours be reduced.
11.12 PERMANENT OVERTIME PROJECT TRANSFERS

11.12(a) Overtime project transfer slips will be issued to an employee when the employee is permanently transferred from one (1) overtime project to another. His overtime hours will be averaged in with the project he is transferring to on the date of transfer. The employee is responsible for checking the overtime roster to ensure that he and his overtime hours are correctly and timely entered on the overtime roster and must initial the roster.

11.12(b) An employee permanently transferred from one (1) overtime project to another will be placed on the overtime roster in the overtime project to which he is transferred and will simultaneously be removed from the roster from which he was previously assigned.

11.13 TEMPORARY OVERTIME PROJECT TRANSFERS

11.13(a) Employees will be given temporary transfer slips at the time of temporary transfer (if the transfer is for more than one (1) workday), which will reflect the period of time to be transferred. Employees will be considered to be permanently transferred after working ten (10) consecutive workdays in a different overtime project at the same field location and shift unless such transfer is made permanent sooner.

11.13(b) An employee temporarily assigned to an overtime project will retain his position on the overtime roster in his regularly assigned project.

11.13(c) An employee temporarily assigned to another overtime project at the same location and shift will be offered daily overtime and may be scheduled in his permanent overtime project during temporary assignment.

11.13(d) An employee temporarily assigned to a different location or shift will be offered available overtime in his permanent overtime project on his sixth (6th) and seventh (7th) workday only. An employee temporarily assigned to a different location or shift will not be offered daily overtime in his permanent overtime project during the temporary assignment. An employee temporarily assigned to a different location or shift will be offered daily overtime in his temporary overtime project after all permanent assigned employees have been offered the overtime. Since a temporary assigned employee is the last person to be offered overtime, he is the last employee to be scheduled to work overtime in the temporary project.

11.13(e) An employee temporarily transferred from one (1) overtime project to another will be entitled to overtime in the overtime project to which he is temporarily transferred only after all regularly assigned seniority employees in the project are given an opportunity to work.

11.14 TELEPHONE

11.14(a) Employees must list a telephone number with their supervisor where they can be reached to compete for call-in overtime. Employees who do not list a telephone number with their supervisor where they can be reached are not entitled to call-in overtime or report pay when overtime is canceled.
11.14(b) Employees will normally be notified of call-in overtime and overtime cancellations by telephone.

11.14(c) Telephone calls will be made by a supervisor or designated representative. Calls will be logged to indicate the time and date the call is made. Employees who cannot be contacted by documentable and verifiable means will be bypassed.

11.15 ENTITLEMENT TO OVERTIME

Prior to shift overtime time will be considered as “yesterdays” overtime for purposes of both the overtime roster and for accounting purposes.

11.15(a) Daily overtime prior to shift in conjunction with the beginning of a shift will be offered as follows:

11.15(a)(1) Scheduled overtime prior to a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime roster who are present at work at the time the overtime is scheduled and who are scheduled to work a regular shift on the day the overtime is to be worked.

11.15(a)(2) Call-in overtime prior to a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime roster who are scheduled to work a regular shift on the day the overtime is to be worked.

11.15(a)(3) The four (4) hour call-in pay provision (10.14) does not apply to any overtime that is worked prior to shift in conjunction with the regular shift.

11.15(b) End of shift overtime will be offered as follows:

11.15(b)(1) Scheduled overtime at the end of a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime roster who are at work at the time the overtime is offered, and who are available to start work when the overtime is scheduled to start.

11.15(b)(1)(a) Employees who are at work when the overtime is offered, but who would have to clock out at the end of their shift and depart the premises, and clock back in at the time the overtime starts are not included in the group to be offered overtime.

11.15(b)(1)(b) Employees who are working on regular time at the time the overtime starts, and those employees who have already clocked out and left the premises when the overtime is offered are not included in the group to be offered overtime.
11.15(b)(1)(c) An employee with less overtime hours who becomes available for overtime after the overtime has begun will not be allowed to displace another employee from his overtime assignment.

11.15(b)(2) Work in progress. Any work assigned to, partially completed, but still in progress by an employee or group of employees, which would result in an excessive loss of production time to tie-in or instruct other employees on the status of the work completed or remaining to be done, may be continued by employee(s) who have been performing the work, if the work is continued in the same day.

11.15(b)(3) Call-in overtime after the shift has ended will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime roster.

11.15(c) Employees in an overtime project in the same classification with the same number of hours charged on the overtime roster will be offered overtime by seniority.

11.16 SCHEDULED OVERTIME ON NON-WORKDAYS

11.16(a) [Fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday overtime will be offered on the last regular scheduled workday before the [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday as follows:

11.16(a)(1) Scheduled overtime for the [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime roster who are at work when the overtime is offered. Employees who have completed their regular shift and left for the day on the day [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday overtime is offered are considered “at work” and are included in the group to be offered overtime. Employees who are on temporary layoff on the day [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday overtime is offered, will be considered “at work” and will be offered overtime.

11.16(b) Holiday overtime will be offered on the last regular scheduled workday before the holiday as follows:

11.16(b)(1) Scheduled overtime for a holiday will be offered to employees in the classification and overtime project that have the lowest number of overtime hours according to the overtime roster who are at work at the time the overtime is offered. Employees who have completed their regular shift and left work for the day on the day holiday overtime is offered are considered “at work” and are included in the group to be offered overtime. Odd workweek employees are considered “at work” on their [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) day for the purpose of scheduling holiday overtime.
11.16(c) Employees on TDY are not considered at work for purposes of this until they report to work on their regular shift at their regular location upon returning from TDY.

11.16(d) On weekends or holidays, if twelve (12) or more aircraft are required on the AM flight period, the first shift scheduler will be offered the overtime. If twelve (12) or more aircraft are required in the PM or N1 flight periods, the second shift schedulers will be offered the overtime. If twelve (12) or more aircraft are required in N2 flight period, the third shift scheduler will be offered overtime. Stand-by, RON, Static Displays and Center Fleet are excluded from these figures.

11.17 CALL-IN OVERTIME ON NON-WORKDAYS

11.17(a) Call-in overtime for the [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workday will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime project who are not normally scheduled to work the day the overtime is to be worked.

11.17(b) Call-in overtime for holidays will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime roster.

11.17(c) Call-in overtime for holidays, [fifth (5th) (4/10 Odd workweek)], sixth (6th) and seventh (7th) workdays will be offered within a shift period as defined in Section 10.6, to those employees regularly assigned to that shift provided they are contacted at least two (2) hours prior to the end of their shift period. Employees called in under this must clock in prior to the end of their shift period or will not be eligible for work.

11.18 OVERTIME SCHEDULING OPTIONS

If there are not sufficient volunteers within a classification and overtime project to work available overtime, including those in the same classification who are temporarily assigned to the project, or if all available employees within the classification and overtime project are working overtime, the Company may:

- require the low overtime employee(s) in the classification and overtime project to work; since a temporary assigned employee is the last person to be offered overtime, he is the last employee to be scheduled to work overtime in the temporary project, except for those employees who decline due to having in their possession, documentable and verifiable medical appointments
- offer the overtime to the low overtime employee(s) in the same classification in another overtime project, on the same shift and location
- offer the overtime to the low overtime employee(s) in the same classification within the same overtime project on another shift, at the Company’s option.

11.18(a) See Section 11.9 pertaining to probationary employee’s entitlement to overtime.
11.19  MIS-ASSIGNMENTS OF OVERTIME
The Company's maximum liability under this is limited to the number of overtime hours worked by the employee who was mis-scheduled.

- Any overtime mis-assignment known in advance and not reported to the supervisor will not be grievable.
- If the mis-assignment involves the selection of the wrong employee from a correct overtime roster, and the employee, steward or Committee Person reports the mis-assignment before the overtime is worked, it will be grievable.

11.20  ZEROING OUT OVERTIME ROSTER
All employees will be credited with zero overtime hours on the first Monday in January every year.

11.21  TEMPORARY LEADER POLLING FOR OVERTIME
Temporary leaders will be polled initially on the time clock at clock in. If no permanent leader volunteers for the overtime then the most senior volunteer will be selected, if no volunteer then the permanent leader will be scheduled IAW Article 11.18.
ARTICLE 12 HOLIDAYS

12.1 RECOGNIZED HOLIDAYS
The Company recognizes the following twelve (12) holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Columbus Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King’s Birthday</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>New Year’s Eve</td>
</tr>
</tbody>
</table>

12.1(a) In addition to the above recognized holidays, employees will be allowed to observe Easter Sunday as a non-workday, mission requirements permitting.

12.2 ADDITIONAL HOLIDAYS
In addition to the holidays listed above, the Company will observe any holidays declared as a legal holiday by Congress, the President or military authority and observed by the military where government employees are paid. (Example: “Moon Day”, Eisenhower’s death, etc.). Such holiday and observance shall be handled the same as a recognized holiday. If there is a military holiday for which government employees are not paid, which would otherwise require an employee to lose a day’s pay, he may take one (1) day of accrued personal leave or vacation leave, if available.

12.3 WHEN HOLIDAYS FALL ON WEEKENDS
With the exception of the Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day holidays, whenever one (1) of the above holidays falls on Sunday, the Monday immediately following shall be observed as the regular holiday, and except as noted above, whenever one (1) of the above holidays falls on Saturday, the Friday immediately preceding shall be observed as the regular holiday if officially declared a legal holiday and generally observed by the military at Fort Rucker. Said holiday falling on Saturday or Sunday and observed on the proceeding Friday or following Monday shall be considered the regular holiday.

12.4 HOLIDAY PAY
An employee on the active payroll of the Company shall, if otherwise eligible, receive eight (8) hours holiday pay at his regular rate of pay or ten (10) hours holiday pay at his regular rate of pay if assigned to 4/10 Odd workweek. In order to be eligible to receive holiday pay, an employee must have worked, or been excused his scheduled shift on his last workday immediately preceding such holiday and his scheduled shift on his first workday immediately following such holiday. An employee shall not receive holiday pay if the holiday occurs while he is on a leave of absence, or while he is on indefinite layoff.

12.5 WORK IF SCHEDULED
If work is scheduled for any holiday and an employee is notified but fails to work as scheduled, unless excused there from, he shall not receive holiday pay for said holiday.
12.6 COMPANY DETERMINES IF THERE IS WORK

The Company may, at its option, observe the above recognized holidays by closing the facilities or scheduling work on holidays.

12.7 HOLIDAYS DURING VACATION

If one (1) or more of the above holidays occurs while an employee is on an authorized vacation, he shall receive pay for such holiday or holidays as specified in this Article. However, employees who take vacation leave during periods of medical leave (IAW Article 25.8) are not eligible for holiday pay unless the vacation was scheduled prior to the date the medical leave (IAW Article 25.8) of absence began.

12.8 ODD WORKWEEK IMPACT

An employee working an Odd workweek schedule shall be permitted to observe, without pay, if he desires his next regular workday or workdays for consecutive holidays, except Christmas Eve, Christmas Day, New Year’s Eve, and New Year’s Day, if said holiday(s) should occur on his regular day(s) off. Notice will be given to the Company at least two (2) workdays prior to said regular day(s) off if the employee desires an alternate holiday.

12.8(a) When a holiday is to be observed on Monday, in order to both facilitate production requirements and also provide a holiday attached to the weekend, those employees assigned to third shift Odd work week, with Friday and Saturday as normal “off days”, will take Sunday as the holiday. The employee will then work Monday as a normal workday without additional holiday pay or premium pay of any kind.
ARTICLE 13 BULLETIN BOARDS

13.1 COMPANY PROVIDED
The Company agrees to provide bulletin boards to be mutually agreed upon by the Company and the Union for exclusive use of the Union at appropriate places in the plant for the purpose of legitimate business of interest to the employees as follows:

- notice of meetings
- notice of official Union elections and results
- notice of official Union appointments
- notice of Union recreational and social affairs
- any other notice which must be specifically approved in writing by the Manager, Human Resources or designee.

13.2 SHOP STEWARDS RESPONSIBLE FOR UP KEEP
It shall be the responsibility of the shop steward, Committee person, or Union officer to post authorized notices and such notices shall include only those specified above. The shop steward shall obtain permission from his supervisor immediately prior to posting such notices outside of designated break or lunch times. Such notices shall have suspense dates and shall be removed accordingly by the shop steward.
ARTICLE 14 VACATION LEAVE

14.1 FISCAL YEAR BASIS
Vacation leave shall be accrued on a bi-weekly basis beginning the date of hire. Vacation will be scheduled on a fiscal year basis (October 1st through September 30th).

14.2 VACATION CREDITS
Vacation leave will be credited to the employee’s vacation account on a bi-weekly basis provided the employee is in active paid status. Authorized military leave of fifteen (15) days or less, paid vacation leave, authorized military leave for disaster relief, paid personal leave, jury duty leave, paid holidays, temporary Christmas layoff, and time spent by the Union Grievance / Negotiating Committee on Union business and the first five (5) years of absences due to compensable injuries as defined by Workers’ Compensation Act of Alabama will be considered as active paid status hours worked for the purpose of vacation leave.

14.3 SENIORITY STATUS REQUIRED
Following successful completion of their probationary period, employees will be eligible to take accrued vacation from date of hire.

14.4 ADVANCE PAY
Vacation pay will be advanced to the employee at the start of his vacation period, provided prior notice of two (2) weeks is given to his immediate supervisor in writing, unless an employee has less than two (2) week notice of the start of his vacation, in which event one (1) week notice may be given.

14.5 IF VACATION IS CANCELED
If an employee’s scheduled vacation is canceled by the Company and the employee is not permitted to reschedule his vacation before the end of his vacation year because of production requirements, he shall receive vacation pay in lieu thereof, at his regular rate of pay in effect at the end of such vacation year, or he will be allowed to rollover the hours canceled by the Company to the following year.

14.6 VACATION PAY AT TERMINATION OR LAYOFF
In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused vacation leave earned as of the date of termination.
14.7 ACCRUAL RATES

Employees will accrue vacation credits at the following rates:

<table>
<thead>
<tr>
<th>VACATION LEAVE ACCRUAL RATES</th>
<th>HOURS ACCRUED PER PAY PERIOD (BI-WEEKLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 years seniority</td>
<td>3.08</td>
</tr>
<tr>
<td>8 years but less than 12 years seniority</td>
<td>4.62</td>
</tr>
<tr>
<td>12 years but less than 17 years seniority</td>
<td>6.16</td>
</tr>
<tr>
<td>17 years but less than 22 years seniority</td>
<td>7.70</td>
</tr>
<tr>
<td>22 or more years seniority</td>
<td>9.24</td>
</tr>
</tbody>
</table>

14.7(a) An amount equal to the annual accrual of vacation hours for each employee, plus eighty (80) hours (Max Accrual) will be allowed to be carried over to the following year. Any hours the employee elects to not carry over and any hours in excess of the max accrual each year will be paid out at the employee’s regular rate as of September 30th. Employees will be paid within two (2) pay cycles after September 30th.

14.8 VACATION SCHEDULES

Before September 1st, the Company will determine the number of employees by classification and overtime project who, based on program requirements, may be granted vacation for each week during the one (1) year vacation period beginning October 1st. The Company will set up tentative vacation schedules based on the employees’ seniority and production requirements, attempting to meet the desires of the employees for taking a vacation when possible. A “scheduled vacation” under this Article is vacation scheduled in forty (40) hour increments in October of each year. Employees will be allowed to schedule two (2) weeks’ vacation on the first round of scheduling, another two (2) weeks on the second round of scheduling, then the remainder in forty (40) hour increments on the third round of scheduling. All vacation, an employee elects to schedule, under this paragraph will be scheduled in forty (40) hour increments. If a dispute arises among employees in the same job classification and overtime roster as to the time of taking a vacation, seniority shall prevail.

14.9 LIMITATIONS ON SCHEDULING

Vacation schedules will provide that at least one-twelfth (1/12), by classification and overtime project, will, if requested, be on vacation each week during June, July, August and September.

14.9(a) In a classification with populations of four (4) or less employees on each shift in an overtime project at a location, the classification on the shifts may be combined, and the most senior of the combined group requesting vacation will be scheduled, so that at least one (1) employee may be on vacation at all times during the months of June, July, August and September.
14.10 RESERVED VACATION HOURS

Employees with accrued vacation remaining after vacation is scheduled under Section 14.8 will have the following options:

14.10(a) He may sell all reserved hours at his regular rate in effect on January 20th. He must advise the Company of his decision to sell on or before January 20th of each year and will be paid for the hours sold on the paycheck received following the first full pay period in February.

14.10(b) Any vacation reserved but not sold under Section 14.11(a) above may be used in any increments at the employee’s option, production requirements permitting. All such vacation not used by September 30th may at the employee’s request and if so, will be paid at the employee’s regular rate in effect on September 30th. Vacation will be scheduled under Sections 14.13, 14.14(c) or 14.15, as applicable. Employee will be paid within two (2) pay cycles after September 30th.

14.11 SPLIT VACATIONS

An employee may split his vacation weeks or take all weeks consecutively, except as otherwise provided in Section 14.9, or may take less than one (1) week as authorized in Section 14.15. When less than one (1) week is taken, vacation leave approval will depend upon production requirements, but seniority and length of vacation will be the determining factor for preference in accordance with Section 14.15.

14.12 RESCHEDULING VACATION

Vacations will be rescheduled during the vacation year as follows:

14.12(a) Scheduled vacations will be approved four (4) weeks before the scheduled vacation dates and will not be subject to the rescheduling process in this section except when necessary due to production requirements or a bona fide emergency situation affecting employees and their availability for work. Shift changes will not be made solely for the purpose of permitting an employee to take his vacation during a preferred vacation date. Unscheduled vacations do not compete with scheduled vacations.

14.12(b) An employee transferring to a vacation (overtime) project may displace lower senior employees in that project to obtain preferred scheduled vacation slots. Affected employees will have the same rights.

14.12(c) Should the Company increase the number of scheduled vacation slots for one (1) or more weeks within a vacation (overtime) project or should vacant vacation slots become available for any reason, the slots will first be available to employees by seniority with scheduled vacation under Section 14.9 for a period of fifteen (15) days. An employee returning from TDY who did not take scheduled vacation while on TDY will compete for vacant slots under this section. After fifteen (15) days, the slots may be claimed by employees with reserved vacation under Section 14.11. Once claimed, it will be treated as scheduled vacation. Among employees with reserved vacation claiming available slots, longer vacations will receive preference over shorter vacations; vacation requests of equal length will be assigned to the most senior employee by classification and overtime project.
14.12(d) Should the Company reduce the number of scheduled vacation slots for one (1) or more weeks within a vacation (overtime) project, affected employees may displace lower seniority employees for preferred scheduled vacation slots. Likewise, such displaced employees will have the same rights.

14.12(e) Should an employee break a full week of scheduled vacation, only an employee with a full week of scheduled vacation may compete by seniority to displace that employee with the broken week. The employee with the broken week will be required to reschedule the broken week at a time which does not conflict with the desires of any employee with a full week.

14.12(f) Should the Company at any time find the vacation rescheduling process in accordance with the above guidelines to be impractical, the Company may at its option reschedule the total vacation (overtime) project following the same considerations as in the original scheduling.

14.13 LESS THAN FULL WEEK

Less than full weeks of vacation may be arranged outside the normal vacation schedule, as production requirements permit, on notice of one (1) week or less but will not be confirmed until the last workday before the first vacation day. When approving such vacations, priority will first be given to the longer period requests and then to employees with equal length requests in accordance with seniority.

14.13(a) Employees who are granted one (1) or more vacation days during unscheduled periods will identify which scheduled vacation week is to be adjusted. All adjustments must be made to the same week until all days in that week are removed from the schedule. No scheduled weeks can be broken until all reserved vacation under section 14.11 has been taken.

14.14 LESS THAN EIGHT (8) or TEN (10) HOURS

An employee with less than eight (8) or ten (10), (4/10 Odd workweek), hours vacation leave may receive leave without pay to cover the remainder of the day or he may work the remainder of the day, not to exceed eight (8) or ten (10), (4/10 Odd workweek), hours within the employee’s regular scheduled shift.

14.15 IN LIEU OF TEMPORARY LAYOFF

Employees may take accrued vacation leave for any absence due to temporary layoff.

14.16 PRIOR SERVICE CREDIT

An employee’s previously established and unbroken continuous service with prior contractors on this contract and with the Company will be used in computing an employee’s credited service for vacation accrual purposes.
14.17 MAINTENANCE TEST PILOT’S NON-PAID VACATION
A Maintenance Test Pilot with three (3) years or more seniority may request, and may be granted, production requirements permitting, one (1) additional week of vacation leave without pay, if his absence does not cause cancellation of a less senior Maintenance Test Pilot’s scheduled vacation or cause more than one (1) Maintenance Test Pilot at each field to be on vacation, vacation leave without pay, and / or military leave at one (1) time. Vacation leave without pay will not be scheduled until after all of the employee’s vacation leave with pay has been taken. Vacation leave without pay will be computed for automatic increases according to Section 19.6. Preference for scheduling vacation leave without pay will be according to seniority of Maintenance Test Pilots who are eligible for and seeking such leave.

14.18 COUNTED AS TIME WORKED
Paid vacation leave will be counted as time worked.

14.19 ONE-TENTH (1/10) HOUR INCREMENTS
Employees may take accrued vacation leave in one-tenth (1/10) hour increments.

14.20 BASIS OF ACCRUAL
All paid leaves will be counted as time worked for accrual of vacation leave.

14.21 HARDSHIP
Employees may request a leave payout in the event they wish to help a fellow employee who has a hardship situation but has no paid leave available to take. If the leave payout request is approved, the employee may then donate directly to the employee in need.
ARTICLE 15 PERSONAL LEAVE

15.1 ACCRUAL RATE
An employee will accumulate personal leave at the rate of 2.77 hours bi-weekly, provided the employee is in active pay status. Authorized military leaves of fifteen (15) days or less, paid vacation leave, authorized military leave for disaster relief, paid personal leave, jury duty leaves, holidays, temporary Christmas layoff, time spent by the Union Negotiating Committee on Union business, and the first five (5) years of absences due to compensable injuries as defined by the Worker’s Compensation Act of Alabama will be considered as active pay status for the purpose or accruing personal leave.

15.2 AFTER PROBATION
After ninety (90) days of employment, an employee will be eligible to take accrued personal leave from date of hire.

15.3 CARRY OVER
A maximum of eighty (80) hours personal leave, may be carried over to the following year. Any hours not carried over to the following year and all accrued hours in excess of eighty (80) hours as of September 30th of each year will be paid off at the employee’s regular rate as of September 30th.

15.4 PAY OFF AT TERMINATION OR LAYOFF
In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused personal leave accrued as of the date of termination. Employees who displace other employees in a classification and ultimately get displaced by classification and are laid off will be paid for accrued leave at their rate of pay on the effective date of the initial layoff, provided the affected employees are laid off within fifteen (15) consecutive days from the initial layoff. Employees whose employment is extended beyond fifteen (15) days to meet contract requirements will be paid for accrued leave at their rate of pay on the effective date of the initial layoff.

15.5 IN LIEU OF TEMPORARY LAYOFF
Employees may take accrued personal leave for any absence due to temporary layoff. Employees may take accrued personal leave in increments of one-tenth (1/10) of an hour.

15.6 WHEN PAID
Personal leave pay will be at the employee’s regular rate as defined in Article 19.11, in effect when the personal leave is taken, and will be included in the employee’s next paycheck unless there is a technical malfunction of applicable Information Technology Support Department equipment.

15.7 BASIS OF ACCRUAL
All paid leaves will be counted as time worked for accrual of personal leave.
ARTICLE 16 MACHINISTS NON-PARTISAN
POLITICAL LEAGUE (MNPL) CHECK-OFF

16.1 PAYROLL DEDUCTIONS
During the existence of this Agreement, the Company, insofar as permitted by state or federal law,
shall deduct out of current net earnings from the first check each month voluntary contribution to the
Machinists Non-Partisan Political League upon receipt of and in accordance with a deduction
authorization form, duly executed by the employee, and shall continue deductions until such
authorization is revoked by the employee. The deduction will be in whole dollar amounts. The
deduction may be canceled or modified by the employee at any time, provided that, if it is canceled
or modified, it cannot be reinstated or modified again for six (6) months.

16.2 INDEMNIFICATION OF COMPANY
The Union agrees to and does hereby hold and save the Company harmless from any and all liability,
responsibility, or damage for deduction, payment authorization, or notification as provided for in this
Article, specifically including, but not limited to, the Company’s agreement to honor the check-off
authorization form by which employees authorized the Company to deduct contributions from the
employee’s paycheck, and the Union assumes full responsibility for the disposition of the funds so
deducted when turned over to the Treasurer of the Machinists Non-Partisan Political League
(MNPL).

16.3 WHEN DEDUCTED
Deduction from money due the employee pursuant to this Article shall be made from the net earnings
due the employee payable on the first regular payday in each month, provided the Company has
received such authorization from the employee by the 25th day of the preceding month in which such
deductions are made. There shall be only one (1) remittance per month by the Company.

16.4 WHEN REMITTED
Deductions shall be remitted to the Treasurer of the Machinists Non-Partisan Political League
(MNPL) not later than ten (10) days following the payday on which the deductions were made. The
Company shall furnish to the Treasurer of the Machinists Non-Partisan Political League (MNPL) at
the same time, a list showing those members for whom deductions have been made and the amount
thereof.
ARTICLE 17 GENERAL

17.1 SAFE CONDITIONS
The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.

17.2 RAIN SUITS AND HATS
The Company shall furnish rain suits, rain boots and rain hats to employees who are directed to perform outside duties during inclement weather.

17.3 PROTECTIVE CLOTHING
The Company shall furnish coveralls to aircraft refinishing specialists and protective clothing (coveralls and / or aprons) for employees assigned in the cleaning shop, armament shop, battery shop, plating shop, paint shop, and confined space personnel. Employees provided coveralls or protective clothing must wear the clothing while on duty.

17.4 SMOKING AREAS
The Company will designate smoking areas not in violation of Army and insurance regulations. Employees may smoke during such times as the Company may designate. The use of tobacco products inside aircraft or Company or government vehicles is strictly prohibited.

17.5 BREAK AREAS
The Company will attempt to provide inside break areas and refrigerated lunch storage bins or refrigerators at each break area. Documentation of request and follow-up will be provided upon request to the Union Grievance / Negotiating Committee person. Refrigerators, microwave ovens and any other food preparation and / or storage devices shall be confined to the break area unless prior permission is granted by the Company.

17.5(a) The Company will attempt to have all inside work areas properly heated. Documentation of request and follow-up will be provided upon request to the Union Grievance / Negotiating Committee person.

17.6 PAY FOR PHYSICALS
An employee who is scheduled and takes a physical, other than a physical clearance required for a return to work, will be paid for the time required to travel (up to one (1) hour) and take such physical at his straight time regular rate of pay. Subsequent scheduled visits to the Medical Examiner, which are documented to be follow-up examinations to, or treatment resulting from the initial physical will also be paid for the time required for travel (up to one (1) hour) and for the visit at the employee’s straight time regular rate of pay. The employee will receive transportation furnished by the Company or will be paid POV mileage. An employee who is scheduled and takes his physical outside his regular scheduled shift will be paid as indicated above or be given equivalent paid time off during his next scheduled shift, with prior permission of his / her supervisor. The Company will make every reasonable effort to schedule the physical during normal working hours. All Company required medical services will be conducted in a health care facility or on site, giving due regard to good sanitary / hygienic practices and employee privacy.
17.6(a) All maintenance employees that routinely work with Rangefinder / Designator Lasers will be placed in an occupational visions program in accordance with TB MED 524.

17.7 FLIGHT PHYSICALS
The Company or the employee may independently make the appointment with an FAA Medical Examiner. If the employee makes the appointment, they will advise the Company (Human Resources) promptly as to when the appointment is and the name of the AME the employee chose. The Company will pay all doctors’ charges resulting from the examination except where follow-up treatment is covered by insurance.

17.8 FAILING A FLIGHT PHYSICAL
Copies of all flight physicals must be provided to Flight Operations. A Maintenance Test Pilot who fails his required physical(s) shall be given a leave of absence in accordance with Article 5 or allowed to exercise his options under Section 35.15.

17.9 INJURY ON THE JOB
An employee injured on the job, who is taken off the job on the day of the injury for treatment will receive pay for the remainder of his scheduled workday to include all time required for medical treatment and testing not to exceed a total of twelve (12) hours. Should the employee be admitted for in-patient treatment on the day of the injury, paid time will stop at the time of admission or the end of his / her scheduled workday, whichever is later. The Company will furnish transportation without delay for an injured employee to receive medical attention from a local doctor who may be chosen by the employee subject to Company approval. Treatment for worker’s compensation cases in a doctor’s office, clinic or hospital will be on Company time if a doctor’s certification is furnished the Company by the employee specifying the treatment and appointment is during the employee’s working hours. If outside the employee’s working hours, an employee will receive pay for his / her actual time for Company directed follow-up worker’s compensation medical treatment and testing not to exceed two (2) hours at the regular straight time rate of pay. Transportation for such subsequent treatment is furnished by the employee.

17.10 DOCUMENTATION OF MEDICAL VISITS
All medical visits under Section 17.9 must be documented by a completed medical pass in order to qualify for pay under this Article. All other medical visits must be documented by appointment slip in order to qualify for pay under this Article.

17.11 PROTECTIVE FLIGHT CLOTHING
All employees required to fly on military aircraft (to include Monitors) shall be provided protective flight clothing and equipment.

17.11(a) Exchange return and acquisition of flight clothing and equipment will be on Company time.

17.11(b) Employees are not required to fly on aircraft while participating in student training unless an instructor pilot is at the flight controls.

17.11(c) Employees are not required to fly as a passenger on aircraft with known dynamic component implants.
17.11(d) Each April 1st the Company shall provide one (1) complete flight suit to the employees that have been an active employee during the preceding twelve (12) months.

17.12 RESPIRATORS
Employees whose job functions require the use of a respirator will be clean shaven to the extent that no facial hair is present anywhere the respirator seal touches the face when the respirator is properly worn. Employees whose respirator protection needs are met by the use of a hood with supplied air are exempt from this requirement provided their job function never requires the use of a respirator.

17.13 COMMERCIAL DRIVER’S LICENSE
Commercial Driver’s License (CDL) including all necessary endorsements, when required by the job classification, will be obtained by the employee. Any study time required will be on his own time. The Company will pay the expense of the test, license and time spent to take the test at his straight time rate. Company / Government vehicles used during the driver’s test for a CDL will be provided when authorized by the government.

17.14 SAFETY SHOES
The Company will provide designated employees $75.00 per year, to be paid to the employee the first paycheck in November and all following years of the CBA, towards the purchase of approved safety shoes where such shoes are mandatory due to regulatory compliance or Company directive.

17.14(a) Each January, the Company will provide each employee $45.00 to purchase uniforms (polo / button down shirts, t-shirts) for all employees. The uniforms must conform to the Company Dress Code Policy. The Company will provide an initial five (5) t-shirts to new hires.

17.15 PRINTING OF COLLECTIVE BARGAINING AGREEMENT (CBA)
Within ninety (90) days of ratification of the contract, the company will be responsible for providing a printed and tape bound copy of the new CBA to all active employees covered under this collective bargaining agreement.

17.15(a) The Company will make available to all employees covered under this collective bargaining agreement an electronic copy of the current Job Descriptions and CBA.
ARTICLE 18 CONTRACT PROVISIONS

18.1 WAIVERS NOT PRECEDENT SETTING
The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

18.2 SAVINGS CLAUSE
Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or law or by reason of any decree of a court of competent jurisdiction, such invalidation of such provision or provisions of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. In the event of such invalidation, the parties shall meet at a mutually agreeable time within thirty (30) calendar days to negotiate substitute provision(s) for such provision(s) rendered or declared invalid. Such negotiations shall be restricted and limited to determining substitute provision(s) for the same subject.
ARTICLE 19 WAGES

19.1 LABOR GRADE 103

Employees in the Industrial Cleaner classification (Labor Grade 103) on October 4, 1989, who are assigned to the Service Attendant or Janitor classification on or after October 5, 1989 will progress to the maximum of Labor Grade 103 and will receive all general wage increases provided in section 19.4.

19.1(a) Aircraft Mechanics who are assigned to Motor Pool as of January 21, 2019 shall be allowed to remain in Motor Pool, seniority permitting and will be paid at the Aircraft Mechanic rate for all hours worked. Should an Aircraft Mechanic leave the Motor Pool (other than temporary transfers) and wish to return, he shall be required to reclassify to Motor Pool Mechanic.

19.1(b) Aircraft Mechanics who are assigned to the Bonus Pay Jobs of Flight Mechanic and Flight Engineer as of January 21, 2019, shall be reclassified to the appropriate Classification, Flight Mechanic / Flight Engineer and receive the appropriate pay rate adjustment on that date.

19.2 WELDER’S CERTIFICATION

Welders who possess a valid Army welder’s certification will upon furnishing a copy of such certification to the Company, be automatically promoted to Aircraft Welder, on the Monday following the date proof of certification is furnished to the Company, unless certification is furnished on Monday.

19.3 GENERAL WAGE INCREASE

During the term on this Agreement the hourly rate ranges will be as follows:

19.3(a) Effective January 21, 2019, each employee will receive a wage increase of 2.5% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

19.3(b) Effective January 20, 2020, each employee will receive a wage increase of 3% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

19.3(c) Effective January 18, 2021, each employee will receive a wage increase of 3% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

19.3(d) Effective January 17, 2022, each employee will receive a wage increase of 3% of their respective rate of pay, which will be added to the minimum and maximum of each classification.
## DIRECT LABOR EMPLOYEES

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Current Min</th>
<th>Rates Min</th>
<th>Effective 1/21/2019 Min</th>
<th>Effective 1/20/2020 Min</th>
<th>Effective 1/18/2021 Min</th>
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19.4 AUTOMATIC PROGRESSION

Automatic progressions within each classification will be paid as follows:

19.4(a) All employees whose basic hourly rate is less than the maximum rate of his current classification will receive a progression increase of one dollar and fifty cents ($1.50) per hour for “Direct Labor Employees” as shown in Section 19.3 and one dollar twenty-five cents ($1.25) for “Indirect Labor Employees” as shown in Section 19.3, or such part thereof as necessary to reach such maximum, upon completion of fifty-two (52) weeks in the current classification.

19.4(b) Time worked in one (1) classification toward an incremental increase shall not be transferable to another classification, except in the event the employee is reclassifying to a higher classification, whether in or out of their line of progression. However, employees who are reclassified by the Company to a classification which is lower or equal to his current classification will be credited with the time worked in his current classification. Automatic progression increases will be made following the completion of the progression period, with each progression period being computed from the respective increase dates, or promotion dates, as provided in this Article.

19.5 AUTOMATIC PROGRESSION ELIGIBILITY

Active employees will receive an automatic progression upon completion of their progression period in accordance with Article 19.4. An inactive employee who completes his fifty-two (52) week progression while on leave will receive his automatic progression upon the first Monday after his return to active status.

19.6 EFFECTIVE DATE OF CHANGES

Reclassification and all changes in pay will be made effective on Monday following the transfer or movement of employees or due date of a change unless such is made or due on Monday.

19.7 SECOND SHIFT BONUS

An employee assigned to and working on the second shift shall be paid a bonus of $1.00 per hour above his straight time basic rate for hours worked on such shift.

19.8 THIRD SHIFT BONUS

An employee assigned to and working on the third shift shall be paid a bonus of $1.50 per hour above his straight time basic rate for hours worked on such shift.

19.9 ODD WORKWEEK BONUS

An employee assigned to and working on Odd workweek as set forth in Section 10.5 shall be paid a bonus of $3.00 per hour above his straight time basic rate.

19.10 BASE RATE

The terms “straight time basic rate”, “basic rate”, “base rate” and “basic hourly rate” as used in this Agreement mean the individual hourly rate of an employee exclusive of any shift premium, overtime pay or bonus of any type.
19.11 REGULAR RATE

The term “regular rate” as used in this Agreement means the employee’s basic rate, plus any shift premium pay, leader pay, Odd workweek pay, A&P bonus pay. Flight pay is not included in the regular rate.

19.12 A & P BONUS

Bonus payments for “A” and “P” licenses will be as follows:

19.12(a) A bonus of $0.75 cents per hour will be paid to each employee in the following classifications who has a valid FAA “A” or “P” license. A bonus of $1.50 per hour shall be paid to each employee in the following classifications who has a valid “A” and “P” license. The following classifications are eligible for bonus pay:

- Aircraft Armament Technician
- Aircraft Mechanic
- Aircraft Refinishing Specialist
- Aircraft Structural Mechanic
- Aircraft Overhaul / Heavy Structural Mechanic
- Mechanic
- Aircraft Technical / NDT Inspector
- Aircraft Welder
- Aircraft Engine Shop Mechanic
- Aircraft Hydraulic Shop Mechanic
- Apprentice Aircraft Mechanic
- Armament AE&I Technician
- Aviation Life Support Equipment Technician
- Avionics, Electrical & Instrument Mechanic
- Flight Engineer
- Flight Mechanic
- Machinist
- Maintenance Test Pilot
- Materiel Inspector
- QDR Technician
- Production Control Specialist
- Test Cell Technician
- Weight and Balance Technician
- X-Ray / NDT Technician

19.13 FLIGHT BONUS – MAINTENANCE TEST PILOTS, FLIGHT ENGINEERS AND FLIGHT MECHANICS

Maintenance Test Pilots, Flight Mechanics and Flight Engineers required to fly between the hours of official sunset and sunrise shall receive a bonus of $10.00 per test flight. For the purpose of this section, a test flight is defined as: the flight(s) of a single aircraft resulting in either (1) a release, (2) a reject, or (3) an incomplete due to end of shift or reassignment.

19.14 FLIGHT BONUS – CREWMEMBERS

Flight crewmembers will be paid a flight bonus of $3.00 per hour for propeller driven aircraft (including helicopters) when performing flight crewmember duties. A minimum of one (1) hour’s flight pay will be paid for the first ascension on any calendar day. For additional ascensions on the same calendar day, flight pay shall be at the rate specified above, computed to the nearest one-tenth (1/10) of an hour. This paragraph does not apply to Maintenance Test Pilots, Flight Mechanics, Flight Engineers, Leaders, and passengers, whether or not they are holders of flight crewmember cards. Employees required to fly on functional check flight aircraft for any reason will receive the flight pay bonus.
19.15 LEADER BONUS
All employees specifically assigned and designated in writing as Leaders will be paid a bonus of $2.00 per hour. Temporary Leaders shall receive the same bonus for all hours specifically assigned in writing and worked as a Leader.

19.16 AIRCRAFT / APU RUN UP BONUS
A bonus of $1.00 per run up will be paid to all employees holding aircraft / APU run-up cards. Employees now holding aircraft / APU run-up may retain them, if required, and additional run-up cards will be issued when needed within classifications, locations, shifts starting times and overtime projects on a voluntary basis by seniority. This provision does not apply to Maintenance Test Pilots.

19.17 RECEIPT OF PAY CHECK
Employees will have their bi-weekly pay direct deposited by electronic funds transfer. Employees who currently have elected to receive a pay check may continue to elect to have their pay check mailed. Postal department delays or technical malfunctions occurring in applicable Information Management equipment resulting in delays will not be subject to the grievance procedure.

19.18 PAY AT TERMINATION OR LAYOFF
Any employee laid off or terminated will be paid in full on the payday of the following pay period.

19.19 RECLASSIFIED EMPLOYEES
Employees reclassified, returning from layoff, or temporarily transferred will be paid as follows:

19.19(a) An employee who changes classifications to a lower classification will be paid the maximum rate of such lower classification, or his current rate, whichever is lower; or if returning from layoff, his last rate including general increases he would have received had he not been laid off, or the maximum rate of the lower classification, whichever is lower. If he previously held the classification, he will be paid the rate he previously received in that classification if it is higher than his current rate of pay. But in no event will the employee be paid more than the maximum rate of the classification being entered.

19.19(b) An employee who changes classifications to a classification with the same pay rate will be paid his current rate; or if returning from layoff, his last rate including general increases he would have received had he not been laid off. If he previously held the classification, he will be paid the rate he previously received in that classification if it is higher than his current rate of pay. But in no event will the employee be paid more than the maximum rate of the classification being entered.

19.19(c) An employee who reclassifies to a higher classification will be paid as follows:

19.19(c)(1) If reclassified in his line of progression, he will be paid the minimum rate of the higher classification, or his current base rate plus $1.00, whichever is greater.

19.19(c)(1)(a) Aircraft Mechanics receiving the maximum rate of Aircraft Mechanic and reclassing to Aircraft Tech/NDT Inspector will be paid the maximum pay rate of Aircraft Tech/NDT Inspector.
19.19(c)(1)(b) Aircraft Mechanics currently paid less than the maximum rate of Aircraft Mechanic and reclassing to Aircraft Tech/NDT Inspector will be paid $1.50 in addition to the amount paid IAW Article 19.19(c)(1). But in no event will the employee be paid more than the maximum rate of Aircraft Tech/NDT Inspector.

19.19(c)(2) If reclassified outside his line of progression, he will receive the minimum rate of the higher classification or his current base rate of pay, whichever is greater.

19.19(c)(3) If he previously held the classification, he will be paid $1.00 increase over his present rate, or the pay rate he previously received in that classification including general increases, whichever is higher.

19.19(c)(4) If returning from layoff, he will be paid the minimum rate of the higher classification or his last rate including general increases, whichever is higher; or if returning from layoff to a classification he previously held, he will be paid the pay rate he previously received in that classification including general increases, but not less than his present rate.

19.19(d) An employee who is temporarily reclassified to a higher classification will be paid for all time spent in the higher classification and shall receive the minimum rate of the higher classification or his present rate, plus $0.50 cents, whichever is higher. If he previously held the classification, he will be paid the pay rate he previously received in that classification including general increases.

19.20 CONFINED SPACE ENTRY BONUS (CSE)
Employees trained and designated as confined space entry qualified will constitute a pool from which volunteers will be selected by seniority. Those selected will be paid a bonus of $0.75 per hour and perform whole body entry into a fuel cell as required. Additional positions will be opened when needed within classifications, locations and shifts on a voluntary basis by seniority. Overtime projects will be polled for current and qualified personnel within classifications, locations and shifts on a voluntary basis by seniority. Personnel both medically or self-disqualified will be terminated from the Confined Space Program and documentation for disqualification will be filed. All employees in the Confined Space Program will maintain a medical clearance. Employees opting out of the pool and once relinquished (with thirty (30) day notice) will not be allowed to resubmit for six (6) months. Respiratory or other medical conditions restricting employees from confined space tasks will require a medical clearance prior to reinstatement to the Confined Space Program.

19.21 NDI / NDT BONUS
All employees who are classified as an Aircraft Technical/NDT Inspector and X-Ray Technician who have qualifications and currency for NDI (non-destructive testing or inspection), will receive a bonus as follows:

- $0.50 per hour for NDI level one (1)
- $0.75 per hour for NDI level two (2)
- $1.00 per hour for NDI level three (3)
19.22 DESIGNATED HOURLY TRAINER (DHT)

Designated Hourly Trainer (DHT) employees with a minimum of three (3) year experience in their classification on a specific aircraft mission and design may be jointly recommended to the Program Manager for assignment as a DHT. The joint recommendation team, appointed by the Program Manager will determine the number and classifications of DHT assignments required to enhance the training effectiveness on their programs. The DHT program will be jointly monitored for effectiveness and enhancement.

- Volunteers selected and assigned as a Designated Hourly Trainer will attend a peer training course of instruction and receive a DHT bonus pay of $0.75 hour at the beginning the pay period following successful completion.
ARTICLE 20 SUPERVISORS WORKING

Supervisors and employees not covered by this Agreement shall not perform work normally performed by employees in a bargaining unit, except in cases of emergency, research work, audit, experimental or work of a special mechanical nature, when necessary, or to instruct employees properly. The term “emergency” is defined to mean an unforeseen combination of circumstances which call for immediate action. This will not be construed to prevent employees outside the bargaining units from performing work normally within their regular duties.
ARTICLE 21 ALCOHOL AND DRUG FREE WORKPLACE

21.1 GOALS

The Company and the Union agree to work toward the goal of establishing a work force that is free of drug abuse and alcohol misuse. Both are committed to this end to foster safety, productivity, and compliance with the Drug-Free Work Place Act of 1988 and applicable Federal and State laws, statutes and regulations. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work force. Further, the use of alcohol is strictly prohibited in the work place.

21.2 REPORTING CONVICTIONS

Employees are required to report to the Company any criminal alcohol or drug statute violation occurring in the work place no later than five (5) days after such conviction. Employees who test positive may be required to participate in a drug abuse or alcohol misuse assistance or rehabilitation program approved by a federal or state agency. In the event an employee elects not to participate in or fails to complete a drug abuse or alcohol misuse assistance or rehabilitation program or does not participate in an aftercare program following rehabilitation, if such care is prescribed, or is convicted of a felony drug or illegal substance offense the employee may be subject to disciplinary action up to and including termination. A second felony conviction or when an employee tests positive for a second time will be grounds for immediate termination.

21.3 TESTING

Employees will be scheduled for alcohol and drug testing as directed or required. The Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a federally approved testing laboratory and / or personnel certified and / or licensed by any federal or state authority having jurisdiction thereof. Employees testing positive will be placed on unpaid suspension pending further disciplinary action.

21.4 REASONS FOR TESTING

Employees will also be sampled for alcohol and drug use upon reasonable probable cause and work-related accidents or injuries.

21.5 SPLIT SAMPLE

Employees testing positive will have the right to request re-analysis of the original sample in accordance with DOT guidelines. Employees will remain on unpaid suspension pending results of the re-analysis. If a negative sample is found in the re-analysis, the employee will be returned to the random sample pool and the employee will be made whole for all hours each day he is on suspension, provided he would otherwise be available for work.

21.6 ALCOHOL AND DRUG FREE WORKPLACE

The Company will maintain an Anti-Drug Program and an Alcohol Misuse Prevention Program.

21.7 SAFETY OR SECURITY SENSITIVE POSITIONS

In addition to the testing required in Section 21.4 above, employees in Company designated safety or security sensitive positions are also subject to preplacement, random, return to duty and follow-up drug and alcohol testing in accordance with Section 21.1 above.
ARTICLE 22 TRAVEL, TRANSPORTATION, AND TDY

22.1 EMPLOYEE EXPENSES

Employee expenses of authorized travel will be reimbursed at the rate prescribed as maximum civilian per diem rates published in the current Federal Travel Regulations as GSA Bulletin FPMR A-40 and Joint Travel Regulations, Volume II, DOD Civilian Personnel as applicable. Mode of travel and area with adequate accommodations will be determined by the Company prior to departure and tickets furnished and/or mileage reimbursed as specified by the regulation. Should the government furnish quarters and/or mess, the per diem will be adjusted in accordance with the FTR. Detailed receipts or other documentation are not required to support employee claims of the authorized fixed amount of standard cost per diem. M&IE per diem rates for travel periods of twenty-four (24) hours or less will be reimbursed in accordance with the applicable provisions of the Joint Travel Regulations referenced above. Employees are required to furnish all lodging receipts.

22.2 TRANSPORTATION POV

Employees who are sent away from Fort Rucker to perform work for the Company will be furnished suitable transportation. Employees authorized to use their personal cars will be paid in accordance with the Federal Travel Regulations, as amended. If an employee requests to use his personal vehicle and is permitted to do so, he will be reimbursed mileage as allowed by the Federal Travel Regulations, not to exceed the cost of a commercial airline ticket, plus eight (8) hours pay at the applicable rate of pay for such combined travel/work. Employees will be paid regular time for regular hours, and overtime for overtime hours, for all time while working. Employees shall be allowed eight (8) hours each day while traveling in commercial aircraft and if there is additional ground travel time required after commercial travel all time over eight (8) hours will be paid at the correct overtime rate; provided that, if the travel takes less than eight (8) hours and the employee reports to work upon arriving no overtime will be paid until after eight (8) hours of combined work/travel in a workday. When an employee is in travel status and is being transported by military transportation, whether vehicle or aircraft, he will be paid for all time spent in travel. Time for meals will be deducted provided the aircraft lands or vehicle stops and time is actually taken for the meal. Employees required to travel by private auto will be paid for all travel time required. The Company will designate the departure time for all travel by POV.

22.3 OTHER TRANSPORTATION

Transportation furnished to and from work locations or other locations at a distance reasonably requiring transportation will be in vehicles or aircraft furnished to the Company by the military for that purpose. Employees will not be required to ride on open vehicles during inclement weather. During winter months, employees will not be required to ride in vehicles other than metal, fiberglass, or plywood enclosed vehicles when traveling to and from airfields or other locations away from Fort Rucker. When outside temperature is below 45 degrees Fahrenheit (according to the control tower), pilots shall only be required to ride in enclosed heated sections of vehicles when traveling to and from airfields or locations away from Fort Rucker.

22.4 TDY OUTSIDE OF USA

Bargaining Unit employees who accept M1 Support Services LP TDY assignments under this Government contract outside the United States are not covered by this labor agreement but will have all Bargaining Unit status and seniority rights restored upon successful completion of the assignment provided he returns to work at Fort Rucker within sixty (60) days after completion of the assignment. The Company may select TDY (outside the USA) personnel from volunteers.
TEMPORARY DUTY ASSIGNMENTS

22.5(a) Employees shall first be selected by the Company for temporary assignments away from Fort Rucker by senior qualified volunteers from the classification / overtime project and field supporting the mission. When similar overtime projects exist on different shifts, the overtime projects will be combined. Employees occupying bonus pay jobs will be considered if the bonus pay job assignment is a valid requirement of the mission. If the bonus pay job is not a valid requirement of the mission, Section 22.5(a)(6) will apply. Employees who have scheduled one (1) full week or more vacation which begins during the first four (4) weeks of temporary assignment are ineligible for the assignment. However, in the absence of qualified volunteers, these employees may volunteer for the assignment provided their vacation can be rescheduled and taken during the current vacation year. Employees on temporary assignment cannot take any vacation days while on assignment without the prior consent of the Company designated individual in charge of the temporary assignment. Employees who are absent other than TDY will also be considered for the assignment provided they are scheduled to return to work at Fort Rucker on the workday prior to the calendar day of scheduled departure. If an employee accepts or is assigned to a TDY mission, he will not be polled nor assigned for a subsequent TDY mission until the original mission is either completed, canceled or delayed in accordance with Section 22.5(a)(7). For the purpose of this section, workdays are defined as Monday through Friday.

22.5(a)(1) The Company will begin the selection process by polling in any sequence for volunteers as soon as practical after receipt of notification of a TDY support requirement. If mode of travel to and from the TDY site is known in advance, employees will be notified via the poll sheet. Eligible employees who are polled will signify their desire for the mission with an immediate yes or no response by signing the polling sheet.

22.5(a)(2) Employees scheduled for TDY missions of seven (7) days or longer will be given at least forty-eight (48) hour notice of the mission provided the Company has sufficient notice to give the forty-eight (48) hour notice.

22.5(a)(3) In the event mission requirements are received with less than two (2) day notice, the Company will attempt to contact employees in accordance with seniority as noted in Section 22.5(a). Employees who cannot be contacted immediately (by documentable and verifiable means) will be bypassed for the mission. As soon as potential requirements for Aircrews become evident, Flight Status Personnel will be polled in accordance with Section 22.5(a). Aircrew personnel volunteering or assigned to missions will normally be excused from their scheduled shift as required to meet crew rest requirements.

22.5(a)(4) Employees who volunteer for or decline the mission may not subsequently alter their decision except in the case of a bona fide emergency or to prevent the least senior employee from being forced. If there is more than one volunteer, seniority shall prevail. In the event of reselection because of the above, the selection process shall commence after the last employee assigned.
22.5(a)(5) If the assignment is not made from senior qualified volunteers under Sections 22.5(a) above or 22.5(a)(6) below, the least senior qualified employee may be assigned if the employee meets the requirements of Section 22.5(a) above, or the TDY assignment may be offered to qualified volunteers in another overtime project, at the Company’s option.

22.5(a)(6) Bonus pay shall be removed from an employee while on temporary assignment, unless the bonus pay job assignment is a valid requirement of the mission as determined by the Company. If qualified employees holding bonus pay job assignments volunteer for a temporary assignment away from Ft. Rucker, up to 50% of the employees in each bonus pay job assignment according to seniority, will be allowed to relinquish the bonus pay status for the duration of the temporary assignment. Such employees shall resume the same pay status upon return. During the absence from Ft. Rucker, substitute or temporary bonus pay job assignments may be made.

22.5(a)(7) If the mission is subsequently canceled or is delayed for twelve (12) calendar days or more, those employees selected for the assignment shall be so notified. Another selection shall be made upon receipt of new mission requirements, unless mutually extended by the Company and a Union Committee person at the field.

22.6 TEMPORARY DUTIES

Any employee on TDY may perform duties out of his classification to complete the mission or return the aircraft to home station and/or may be temporarily assigned to a bonus pay job. An employee on TDY may make only minor sheet metal repairs such as installing dzuses, camlocks, filing, stop drilling etc. or temporary repairs out of his classification to complete the mission or return the aircraft to home station. If a temporary repair is made, it will be recorded in the logbook.

22.7 CLASSIFICATION STATUS

An employee on temporary assignment away from Fort Rucker will not be affected by any change in classification status, under Sections 4.7 or 35.1, until his return to Fort Rucker or until after ninety (90) days whichever is sooner. Changes under Sections 35.7, 35.8, 35.9, 35.10 or 35.11 will be effective upon return to Fort Rucker. For employees on TDY assignment who are laid off under Section 4.7, such layoff will become effective upon their return to Ft. Rucker or within five (5) calendar days whichever is sooner, if a replacement is required.

22.8 TDY NOTIFICATION

The Company will complete the selection process and notify the employees of the TDY assignment by 11:00 hours, two (2) workdays prior to the scheduled departure (11:00 hours Wednesday if departure is scheduled for Saturday, Sunday or Monday). Employees who cannot be contacted by documentable and verifiable means prior to this time will be bypassed for the assignment.

22.9 TDY SHIFTS

Employees on TDY missions may be assigned between shifts by classification and qualifications by seniority for the duration of the mission.
22.10  **TDY WORKWEEKS**
Employees will not have their workweek changed for TDY assignments of seven (7) days or less. Employees who volunteer for a TDY mission whose shift or starting time is changed at the beginning of the TDY mission are not eligible for back up premium pay for such changes regardless of which day the change is made. However, this does not affect entitlement to overtime pay for the sixth (6th) and seventh (7th) workday.

22.11  **TDY TRANSPORTATION**
If an employee on TDY assignment is required to report for work at a different time than the other Company employees, he will be furnished Company provided transportation or be paid for POV mileage.

22.11(b) Employees who drive a POV to a TDY site will have the option to receive Company furnished local transportation at the TDY site provided the employee requests such transportation prior to departure on the TDY assignment.
ARTICLE 23 NEW CLASSIFICATIONS

23.1 NEW JOB CLASSIFICATIONS
In the event a new in-unit job classification is established by the Company, the Company shall determine the job description, the line of progression, and the rate range. The Company will immediately furnish the Union with a copy thereof. The Union will have seven (7) calendar days in which to take exception to the rate, job description and line of progression (if applicable), in the event the Union does not agree with them. If the Union has not advised the Company in writing within seven (7) calendar days that it does not agree, the job shall become a part of the existing Agreement.

23.2 UNION MAY FILE POLICY GRIEVANCE
Should the Union not agree, it must advise the Company within seven (7) calendar days and state its position. The Company and the Union shall then attempt to agree. In the event the Company and the Union cannot agree within fourteen (14) calendar days, or within such additional time as may be mutually agreed upon, the Union may present and process the grievance in the same manner as a policy grievance. Nothing herein will prevent the Company from implementing the new portion of the job prior to the arbitrator’s decision. If any portion of the new job description includes the transfer of portions of a job from existing job descriptions, the transfer will not take place until after a job description has been approved by an arbitrator. If wage rate is an issue, the arbitrator has authority to make the wage rate retroactive.

23.3 JURISDICTION OF ARBITRATOR
If the grievance is thereafter processed in accordance with the terms and conditions of Article 8, the arbitrator shall have the authority to determine the job description, line of progression and the rate range. The jurisdiction of the arbitrator and his decision shall be confined to a determination by comparison with the duties and qualifications of other established jobs at Fort Rucker.

23.4 POSTING NEW JOB CLASSIFICATIONS
New job classifications shall be posted near all time clocks for ten (10) workdays. Sections 35.1 and 35.2 shall apply in filling new job classifications.
ARTICLE 24 COMPANY RULES AND EMPLOYEE DISCIPLINE

24.1 RULES AND REGULATIONS

The policies, procedures, work rules and regulations shall apply to all employees on the contract. The Company shall enforce rules and regulations fairly and equitably. The Union and employees shall be notified prior to the institution of new rules and regulations or changes in existing rules and regulations. Any changes to the current policies, procedures, work rules or regulations will be issued by the Company. The Union shall have the right to protest through the grievance procedure the extent of any penalty levied against any employee for any alleged violation of such rules and regulations. Official disciplinary documents are retained in electronic format. Letters of Reprimand will be purged from the employee’s file after six (6) months from date of issue. Letters of Suspension will be purged from the employee’s electronic file after twelve (12) months from date of issue. Letters of Reprimand and Letters of Suspension returned to the employee shall not be used for any future disciplinary action. The Business Representative will be notified upon removal of discipline.

24.1(a) Discipline shall be given for violation of work rules within ten (10) workdays after the Company becomes aware, or should have reasonably known, of the violation(s), unless extended by mutual agreement of the Union and Company.

24.2 NOTICE OF SUSPENSION OR DISCHARGE

Prior to issuing a suspension of five (5) days or more or discharging an employee, the Company will give at least forty-eight (48) hour notice to the Union and the affected employee. During this notice period an employee who has a suspension pending will remain on the clock unless the Company determines the employee must leave immediately. During this forty-eight (48) hour notice period, a meeting shall be held with affected employee (if available), the Manager, Personnel and/or Manager, Human Resource or their designee and the Union Business Representative or his designee, the Chairman of the Union Grievance Committee and/or the appropriate Committee person.

24.2(a) Notice to the employee may be delivered in person or sent by certified mail or other documentable and verifiable means to the employee’s last known address as shown on the Company records.

24.2(b) A grievance arising out of discharge or disciplinary suspension must be filed with the Manager, Human Resource or designee, within five (5) workdays after such discharge or suspension and shall be processed in Step III.
ARTICLE 25 GROUP INSURANCE

25.1 PROGRAM IN EFFECT

The existing programs of group health, life, accidental death and dismemberment, drug purchase, expanded psychiatric service program and short-term disability in the appropriate Summary Plan Descriptions (SPD's) will remain in effect with the changes set out herein. Notwithstanding any reference in the group health SPD to a master contract, the Company is hereby required, with respect to any master or other contract between the Company and Blue Cross and Blue Shield of Alabama or any other claims administrator or insurer and with respect to any other plan document, to conform any such master or other contract or document to the benefits, terms and conditions in the applicable group health SPD. If this requirement is breached, the Union may file a policy grievance without regard to any filing deadline which may otherwise be required by this Agreement. All Bargaining Unit employees covered under this Agreement, regardless of employer will have current benefits outlined in this CBA. If there are any differences in the benefit plans between the Prime Contractor and the Sub-contractors, M1 Support Services will make the value of the plans the same. Within one hundred twenty (120) days of the ratification of the CBA or change to the current SPD, the company will provide an updated SPD to all employees, covered under this CBA, no matter of employer nor insurance plan covered under.

25.1(a) DETERMINATION APPEALS

Any individual member disagreeing with a determination made by the carrier may file a voluntary appeal with the carrier as outlined in the Summary Plan Description. If he remains dissatisfied after the mandatory DOL voluntary appeal process is completed, he may submit a grievance at Step III within thirty (30) days after the final determination made by the carrier. If, after the Step III answer is given by the Company, the employee is dissatisfied, he may either:

- pursue the grievance to binding arbitration
- pursue the claim under ERISA provisions in a court of competent jurisdiction.

The Company and the Union agree that Insurance Options can be opened annually in an effort to contain cost or improve coverage, but at no time for the life of the agreement will employee(s) receive an increase to the agreed upon premiums or suffer a loss of benefits in coverage on the date of ratification.

25.1(b) PLAN DESIGN

The Company and the Union agree that Insurance Options can be opened annually in an effort to contain cost or improve coverage, but at no time for the life of the agreement will employee(s) receive an increase to the agreed upon premiums or suffer a loss of benefits in coverage on the date of ratification.
25.2 EFFECTIVE DATE
Health care, life, accidental death and dismemberment, and short-term disability insurance shall become effective on the first day of employment.

25.3 SUBROGATION
All claims will be subject to subrogation in accordance with Alabama law; however, in no instance will an employee be required to sign an arbitration agreement.

25.4 COORDINATION OF BENEFITS (COB)
100% BCBS Health Plan: Where either husband or wife are employees of the Company, the bargaining unit employee(s) will have full coordination of benefit coverage (not to exceed 100% of eligible charges) on group health insurance.

25.5 VISION CARE PLAN
The Company will make available a Vision Care Plan to employees and covered dependents through the Vision Service Plan (VSP). There are no deductibles for eye examinations, prescription glasses or contact lenses. The Company will pay 50% of the total premium. Services subject to applicable co-pays, if any.
## 25.6 NON-PMD PROVIDER

For employees who do not choose to use a PMD provider the following will apply.

<table>
<thead>
<tr>
<th>IN HOSPITAL DEDUCTIBLE</th>
<th>$100 per confinement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(All hospital admissions, with the exception of emergencies, require pre-admission review prior to date of admission)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAILY HOSPITAL</th>
<th>Semi-private room charge – 120 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Room Limit Daily</td>
<td>Two (2) times the semi-private room charge – 120 days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER HOSPITAL CHARGES</th>
<th>Unlimited – 120 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURGEONS FEES</td>
<td>$1,500 Maximum according to schedule (20% extra for assistant)</td>
</tr>
<tr>
<td></td>
<td>Increased by 20% for procedures performed on an out-patient basis.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDITIONAL ACCIDENT</th>
<th>$300</th>
</tr>
</thead>
<tbody>
<tr>
<td>MATERNITY – HOSPITAL</td>
<td>Same as above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MATERNITY – DOCTOR</th>
<th>$350</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal</td>
<td>$350</td>
</tr>
<tr>
<td>Cesarean</td>
<td>$500</td>
</tr>
<tr>
<td>Miscarriage</td>
<td>$150</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAJOR MEDICAL</th>
<th>Unlimited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lifetime Maximum</td>
<td>Individual - $200</td>
</tr>
<tr>
<td></td>
<td>Family - $600</td>
</tr>
<tr>
<td>Deductible</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Co-Insurance – first $3,000</th>
<th>80% - 20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-Insurance thereafter</td>
<td>100% - 0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DAILY INTENSIVE CARE UNIT LIMIT</th>
<th>Intensive Care Unit Room Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferred Medical Doctor</td>
<td>Co-pay - $25</td>
</tr>
</tbody>
</table>

| MEDICAL CASE MANAGEMENT PROGRAM                             | For various catastrophic illnesses requiring complex treatment and extended care |


25.7 LIFE INSURANCE BENEFITS SHALL BE AS FOLLOWS:

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>LIFE INSURANCE</th>
<th>ACCIDENTAL DEATH AND DISMEMBERMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Test Pilots, Co-pilots, Crewmembers, Flight Mechanics, Flight Engineers, Substitute Flight Mechanics, Substitute Flight Engineers, Armament Technicians, AAE&amp;I Technicians, Apprentice Armament Mechanics, and Fuel and Munitions Specialists, Run-up Personnel</td>
<td>$70,000</td>
<td>$70,000</td>
</tr>
<tr>
<td>All Other Eligible Employees *</td>
<td>$55,000</td>
<td>$55,000</td>
</tr>
<tr>
<td>*(70,000 while riding as a passenger in an aircraft while on the job.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

25.7(a) There will be no reduction of benefits listed above in Article 25.7 based on age of Employee.

25.7(b) If you become totally and permanently disabled while actively at work to age sixty-five (65), your personal basic and optional life insurance coverage will continue without further payment of premiums. Refer to the current carrier for further details.

<table>
<thead>
<tr>
<th>DEPENDENT LIFE INSURANCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse</td>
<td>$5,000</td>
</tr>
<tr>
<td>Child</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPTIONAL LIFE INSURANCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$25,000/$50,000/ $75,000/$100,000</td>
</tr>
<tr>
<td>Spouse</td>
<td>$12,500/$25,000</td>
</tr>
<tr>
<td>Child</td>
<td>$6,250/$12,500</td>
</tr>
</tbody>
</table>
25.8 SHORT TERM DISABILITY INSURANCE SHALL BE AS FOLLOWS

| SHORT TERM DISABILITY INSURANCE | 70% of Weekly Wage – twenty-six (26) weeks Maximum benefit $1,400 per week *
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Begins on eighth (8th) day of disability)</td>
<td>Successive periods of disability are considered one (1) period of disability unless the subsequent period of disability commences after the employee has returned to active full-time work for at least four (4) consecutive weeks. Up to eight (8) hours paid leave in each of the four (4) weeks will be counted as hours worked for determining active full-time work under this section. Approval of short-term disability insurance / benefits does not constitute a disability as defined by the Americans With Disabilities Act.</td>
</tr>
<tr>
<td>(Reduced by amount received from Workers’ Compensation)</td>
<td>*Limit will be removed in January 2020 open enrollment</td>
</tr>
</tbody>
</table>

5.8(a) Employees who have presented a return to work slip from a licensed physician and deemed fit for duty but are not allowed to return to work by the Company or the Company physician, shall continue to receive their short-term disability benefits IAW Article 25.8 of this Agreement.

25.8(b) Employees testing positive a second time for drug and / or alcohol abuse (under the Alcohol and Drug Free Workplace Program) are not eligible for STD benefits.

25.9 PRE-TAX RULES

Employees will share in the cost of group health insurance by paying a portion of the premium for coverage. Insurance premium deduction will be made bi-weekly under Company’s Section 125 Cafeteria Plan.

25.10 EMPLOYEE PREMIUMS

Effective January 1, 2019, employees will have a choice between the Current BCBS of Alabama health insurance with BCBS Point-of-Purchase prescription drug coverage, Optional BCBS of Alabama health insurance with a prescription drug card or 100% BCBS plan.

25.10(a) Employees will pay the following premiums for Blue Cross and Blue Shield of Alabama healthcare insurance and the Blue Cross and Blue Shield of Alabama prescription plan (Point of Purchase method - does NOT include the Prescription Drug Card) and BCBS 100% plan.
Current Blue Cross and Blue Shield (Legacy) with Point-of-Purchase RX

Jan 1, 2019:  
Employee Only: $167.00 per month  
Employee +1 dependent: $215.00 per month  
Employee +2 or more dependents: $289.00 per month

Jan 1, 2020:  
Employee Only: $175.30 per month  
Employee +1 dependent: $226.48 per month  
Employee +2 or more dependents: $302.51 per month

Jan 1, 2021:  
Employee Only: $184.01 per month  
Employee +1 dependent: $238.57 per month  
Employee +2 or more dependents: $316.66 per month

Jan 1, 2022:  
Employee Only: $193.15 per month  
Employee +1 dependent: $251.31 per month  
Employee +2 or more dependents: $331.47 per month

25.10(a)(1) Employees will pay the following premiums for the Optional PPO Blue Cross and Blue Shield of Alabama healthcare insurance with an included Prescription Drug Card.

Optional Blue Cross and Blue Shield (Preventive) with RX Drug Card

Jan 1, 2019:  
Employee Only: $139.00 per month  
Employee +1 dependent: $182.00 per month  
Employee +2 or more dependents: $237.00 per month

Jan 1, 2020:  
Employee Only: $148.00 per month  
Employee +1 dependent: $192.00 per month  
Employee +2 or more dependents: $248.00 per month

Jan 1, 2021:  
Employee Only: $157.58 per month  
Employee +1 dependent: $202.55 per month  
Employee +2 or more dependents: $259.51 per month

Jan 1, 2022:  
Employee Only: $167.78 per month  
Employee +1 dependent: $213.68 per month  
Employee +2 or more dependents: $271.55 per month
## COORDINATION OF BENEFITS (COB) BC&BS (Legacy) with Point-of-Purchase RX

<table>
<thead>
<tr>
<th>Date</th>
<th>Coverage</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 1, 2019</td>
<td>Employee Only: $334.00 per month</td>
<td>$334.00</td>
</tr>
<tr>
<td></td>
<td>Employee +1 dependent: $430.00 per month</td>
<td>$430.00</td>
</tr>
<tr>
<td></td>
<td>Employee +2 or more dependents: $578.00 per month</td>
<td>$578.00</td>
</tr>
<tr>
<td>Jan 1, 2020</td>
<td>Employee Only: $350.60 per month</td>
<td>$350.60</td>
</tr>
<tr>
<td></td>
<td>Employee +1 dependent: $452.69 per month</td>
<td>$452.69</td>
</tr>
<tr>
<td></td>
<td>Employee +2 or more dependents: $605.02 per month</td>
<td>$605.02</td>
</tr>
<tr>
<td>Jan 1, 2021</td>
<td>Employee Only: $368.02 per month</td>
<td>$368.02</td>
</tr>
<tr>
<td></td>
<td>Employee +1 dependent: $477.14 per month</td>
<td>$477.14</td>
</tr>
<tr>
<td></td>
<td>Employee +2 or more dependents: $633.32 per month</td>
<td>$633.32</td>
</tr>
<tr>
<td>Jan 1, 2022</td>
<td>Employee Only: $386.30 per month</td>
<td>$386.30</td>
</tr>
<tr>
<td></td>
<td>Employee +1 dependent: $502.62 per month</td>
<td>$502.62</td>
</tr>
<tr>
<td></td>
<td>Employee +2 or more dependents: $662.94 per month</td>
<td>$662.94</td>
</tr>
</tbody>
</table>

### 25.10(b) An employee who is currently insured and is absent due to sickness or accident and is receiving short term disability benefits while on such absence, shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10. However, such employee will be required to pay the full cost of optional insurance.

### 25.10(c) An employee who is currently insured and is absent due to a compensable injury as defined by the Workers’ Compensation Act of Alabama shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10 for his length of seniority or up to five (5) years, whichever is the lesser. However, such employee will be required to pay the full cost of optional insurance.

### 25.10(d) Employees on layoff or medical leave of absence may continue insurance in force up to five (5) years by paying the full cost of premiums, less cost of sickness and accident insurance for which they are not eligible.

### 25.10(e) The Company will pay the cost of the basic life insurance, accidental death and dismemberment insurance, drug purchase program, expanded psychiatric services and short-term disability insurance.

### 25.10(f) In order to maintain continuous insurance coverage, an inactive employee must submit the employee’s portion of the premiums to the Company Human Resources Office by the 25th of the preceding month or in the event of layoff within ten (10) days from the effective date of layoff.

### 25.11 PERSONAL ACCIDENT INSURANCE

The Company will make available at employee cost personal accident insurance to full time employees.

### 25.12 EMPLOYEE ASSISTANCE PROGRAM

The Company will provide a locally administered Employee Assistance Program (EAP) to employees and covered dependents.
25.13 RETIREE INSURANCE
The Company will make available to retiring employees age sixty-five (65) or older who retire after May 6, 2002, a Medicare Supplement, which will be completely employee paid. This plan provides that Medicare is primary and Blue Cross and Blue Shield is secondary.

25.14 AFLAC / MACHINIST CUSTOM CHOICE WORKSITE BENEFITS PROGRAM
It is understood and agreed between the parties that AFLAC and the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, AFLAC / Employee Benefits Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an AFLAC / EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with AFLAC / EBS to prevent conflict with mission requirements. Further, the Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by AFLAC / EBS on a schedule, which is mutually agreed to by the Company and AFLAC / EBS. All policy holder service will be provided by the underwriter and AFLAC / EBS.

25.15 AFFORDABLE CARE ACT
If it is determined that an “assessable payment” as defined under Section 4980H of the Internal Revenue Code is required or any other tax, penalty, or other liability under the Patient Protection and Affordable Care Act and related agency guidance with respects to any employee covered by this agreement based on the current terms of the health plan offered to such employees, the Parties to this agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty, or other liability will be incurred to any employee covered under the collective bargaining agreement or the company.

25.16 TRICARE SUPPLEMENT
The Tricare Supplement is administered by a third (3rd) party vendor chosen by the plan sponsor. This fully employee-paid supplemental insurance is only for those who have Tricare coverage through the Government. Employees pay 100% for the cost on a pre-tax basis for the Tricare supplemental coverage and assume the responsibility for all increases in cost.
ARTICLE 26 STANDARDIZATION PILOTS

26.1 CONDUCT TRAINING
Standardization pilots may conduct training and semi-annual revalidation checks of non-aviator bargaining unit personnel in accordance with current government regulations.

26.2 DUTIES
Standardization pilots may perform functional check flights, general or limited maintenance test flights, and confirmation check flights:

26.2(a) When conditions develop that involve flights and maintenance operational checks that require pilots to meet requirements, (school requirements or contract requirements) and all those bargaining unit Maintenance Test Pilots off-duty have been notified to report to work early and those bargaining unit Maintenance Test Pilots on duty have been notified to work overtime hours. Exception to this condition would be when noon flight (normally 11:00-13:00 hours) requirements for school have not been met and the call-in of Maintenance Test Pilots for overtime would not alleviate the problem.

26.2(b) When an emergency exists, such as an aircraft accident or severe weather conditions, that would endanger life or cause loss of property.

26.2(c) When required to give bargaining unit Maintenance Test Pilots a qualification or currency check ride or to check the proficiency of bargaining unit Maintenance Test Pilots in a particular type aircraft, should events occur to create doubts as to the Maintenance Test Pilot’s proficiency. No notice check rides and evaluations are limited to one (1), once every month, per Maintenance Test Pilot employee.

26.2(d) When necessary for a Standardization Pilot to fly to maintain his proficiency (one (1) flight per shift per week per type aircraft) provided a bargaining unit Maintenance Test Pilot accompanies him on the flight.

26.2(e) When necessary to train or instruct current and qualified bargaining unit Maintenance Test Pilots in established maintenance test flight standards and procedures or to train or instruct bargaining unit Maintenance Test Pilots already employed in new maintenance test flight standards and procedures.

26.2(f) When there is a backlog of maintenance test flights needed to meet flight requirements, which all bargaining unit Maintenance Test Pilots are not able to accomplish during regular time and overtime hours, and the military recognizing the problem, volunteers the service of military pilots to help correct the situation.

26.2(g) When aircraft have a recurring deficiency that bargaining unit Maintenance Test Pilots have not been able to satisfactorily correct, a standardization pilot will have the responsibility to fly the aircraft for purposes of determining what action is required to correct the problem.
26.2(h) On Saturdays, Sundays and holidays, when necessary to perform instructor pilot duties with a transitioning bargaining unit Maintenance Test Pilot, who has been scheduled to work overtime, standardization pilots working a regular workweek may perform only that portion of the bargaining unit work that involves actual in-flight instruction on the sixth (6th) and seventh (7th) days of regular workweek or on holidays. Standardization pilots working on Odd workweek may perform only that portion of the bargaining unit work that involves actual in-flight instruction on the sixth (6th) day of his Odd workweek schedule.

26.2(i) If all bargaining unit Maintenance Test Pilots are on vacation, absent from work, or unavailable for overtime, flights may be made by standardization pilots.

26.3 FERRY MISSIONS
Standardization pilots may ferry personnel to downed aircraft after all available bargaining unit Maintenance Test Pilots on duty at the field have been assigned flights or recovery missions. Standardization pilots may participate as crewmembers on ferry missions within the local flying area to conduct training and/or flight evaluations on ferry aircraft but not on recovery aircraft.
ARTICLE 27 JOB DESCRIPTIONS

27.1 CHANGES
The following changes in classifications / bonus pay jobs are effective with this Agreement:

27.1(a) Insert the following new Job Descriptions:
- Apprentice Aircraft Mechanic
- Motor Pool Mechanic
- Flight Engineer
- Flight Mechanic

27.1(b) Insert the following revised Job Descriptions:
- General requirements for all Classification
- Aircraft Mechanic
- Aircraft Monitor
- Aircraft Refinishing Specialist
- Aircraft Technical/NDT Inspector
- Armament, Avionics, Electrical, and Instrument Technician
- Fuel and Munitions Specialist
- Maintenance Test Pilot
- Quality Deficiency (QDR) Technician
- Weight and Balance Technician
- X-Ray Technician
- Administrative Specialist
- Aircraft Component Cleaner

27.2 NO MATERIAL CHANGES
The job descriptions for job classifications listed in Article 19 will remain in effect with no change in the material content of the job descriptions, except for changes mutually agreed to by the parties. The parties will meet and discuss any changes to the Performance Work Statement (PWS) requirements, and mutually agree prior to implementation of all material changes.

27.3 SHIFT / WORKWEEK CHANGES
There will be no retroactivity on shift / workweek changes, work location assignments, vacation scheduling or other actions made by seniority for employees who obtain a more favorable relative seniority position in their classification on the seniority list. New relative seniority positions of affected employees will be used for future actions made by seniority.
ARTICLE 28 NEW TECHNOLOGY

28.1 COMPANY AND UNION GOALS
The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and thereby provide economically secure jobs for its employees. It is the Company’s policy to make training available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology.

28.2 TECHNOLOGY BRIEFINGS
In order that employees can better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union Grievance / Negotiating Committee, the Company will, not less than quarterly, provide a briefing to the Union Grievance / Negotiating Committee of the Company’s plans for the introduction of new technology which may affect the employees. During these briefings, the Company will inform the Union Grievance / Negotiating Committee of anticipated schedules of introduction of new technology and will identify areas of skill impacts and any intended training programs associated with those impacts. Included will be briefings on the implementation of computer-based systems that will result in the displacement of employees. The Union and its representatives will protect the confidentiality of Company sensitive and proprietary information disclosed in the briefings.

28.3 CHANGES IN EXISTING JOBS
When existing job duties are affected by the new technology, the Company will advise the Grievance / Negotiating Committee of the necessary changes to be made, the proposed job description, appropriate classification and rate range. If the Company and the Union cannot agree on the Company’s proposed job description, classification, or rate range, the dispute shall be settled in accordance with Article 23.

28.3(a) NEW TECHNOLOGY
Employees who are displaced as a result of automation or technology may be provided training programs for entry into other classifications as required by the Company.
ARTICLE 29 PENSIONS

29.1 CONTRIBUTION RATE
The Company shall contribute to the IAM National Pension Fund, Benefit Plan B for each hour or portion thereof to a maximum of forty (40) hours per workweek for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

   $5.00 per hour effective February 1, 2019
   $5.00 per hour effective February 1, 2020
   $5.00 per hour effective February 1, 2021
   $5.00 per hour effective February 1, 2022

29.2 40 HOUR WEEK
The Company shall continue contributions based upon a forty (40) hour week while an employee is off work due to paid vacations, paid holidays, other paid leaves, Negotiating Committee when negotiating contract, or on leave to serve in a full-time job with the International Union.

29.3 SENIORITY EMPLOYEES
The Company shall commence contributions at the completion of the employee’s probation period, but no later than ninety (90) days after date of hire.

29.4 WHEN CONTRIBUTIONS ARE MADE
Contributions shall be made no later than the 20th of each month covering payroll periods ending the previous month.

29.5 PARTICIPATION AGREEMENT
The Union and Company will adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the contribution rate. The parties may increase the contribution rate and / or add job classifications or categories of hours for which contributions are payable.

29.6 ENTIRE AGREEMENT
This Article contains the entire agreement between the parties regarding the Company’s obligations to contribute to the IAM National Pension Fund, Benefit Plan B, and no oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure settlement or arbitration decision with respect to the contribution payment obligation under this Article shall be binding upon the Trustees of the Pension Fund.
ARTICLE 30 MAINTENANCE TEST PILOTS

30.1 PROCEDURES TO BE MET
Prior to any flight, including damaged aircraft recoveries, the provisions of TM1-1500-328-23 and Government approved Quality procedures shall be met.

30.2 SAFETY OF FLIGHT
Nothing shall be construed to override a Maintenance Test Pilot’s prerogative when safety of flight is in question.

30.3 PRE-FLIGHT INSPECTION
Portable flood lighting equipment will be provided for pre-flight inspection upon request by the Maintenance Test Pilot.

30.4 FUNCTIONAL CHECKS
Maintenance Test Pilots working under this Agreement shall accomplish functional check flights and related Maintenance Test Pilot duties, and the Company shall not request the military to accomplish bargaining unit Maintenance Test Pilots’ work.

30.5 REVALIDATIONS
Maintenance Test Pilots shall be permitted sufficient time to revalidate or maintain their professional flying license on their own time.

30.6 QUALIFICATIONS AND MULTIPLE CURRENCY BONUS PAY
Employees assigned to the Maintenance Test Pilot classification maintaining basic aircraft currency in accordance with AR 95-20 in two (2) or more series of same Mission/Design aircraft (i.e. UH-60A/L & M AH-64D & E), or two (2) or more aircraft of different Mission, Design, and Series (i.e. UH-72 and TH-67), shall be paid the Multiple Currency Bonus Pay of $100.00 per month. Employees in the Maintenance Test Pilot classification who become qualified for the Multiple Currency Bonus Pay will receive the bonus pay in the month following the effective date of qualification. The Company will establish the number of dual aircraft qualifications required by location and shift. Training and assignment shall be offered by seniority. When enough qualified volunteers are not available, assignment will be given to the least senior qualified Maintenance Test Pilot.

30.7 GROUNDED MAINTENANCE TEST PILOTS
Maintenance Test Pilots temporarily grounded for reasons other than those listed in 17.8 may be assigned other flight related duties at their regular rate of pay for a period of up to sixty (60) calendar days. Such period may be extended by mutual agreement between the Company and the Union Grievance / Negotiating Committee person.

30.8 CHECK RIDE FAILURES
Should a Maintenance Test Pilot fail any check ride or oral evaluation, he / she may be provided up to ten (10) hours of combined remedial training, flight and / or ground, at the discretion and approval of the Government Flight Representative (GFR). The employee will be provided the opportunity to submit a written explanation of circumstances for GFR consideration.
ARTICLE 31 IAM NATIONAL 401(K) PLAN

31.1 IAM NATIONAL 401(K) PLAN
The Company will continue to make available the IAM National 401(K) Plan in accordance with the Plan Document.
ARTICLE 32 DENTAL PROGRAM

32.1 COMPANY CONTRIBUTIONS
Effective April 1, 2018, bargaining unit employees will be offered coverage in the Dental Plan of the IAM Benefit Trust Fund. Employees will have the option of two (2) levels of coverage; Core or Enhanced. The Core Option will require a monthly premium payment by the employee as stated in 32.1(a) below. The Enhanced Option will require a monthly premium payment by the employee to cover the difference of the cost between the Core and the Enhanced plans.

32.1(a) Employee Core Premiums
   January 1, 2019: Employee Only: $5.50 per month
                    Employee + Family: $8.50 per month

32.1(b) Employee Enhanced Premiums
   January 1, 2019: Employee Only: $16.19 per month
                    Employee + Family: $40.44 per month

32.2 NATIONAL IAM BENEFIT TRUST FUND
Such contributions shall be paid to the National IAM Benefit Trust Fund by the 10th day of the month following the month in which they accrue.

32.3 CHANGES IN COST
It is acknowledged that there may be increases in the cost or utilization of dental care during the term of this agreement and that, in order to maintain the benefits of the Dental Program, it may be necessary for the Board of Trustees of the National IAM Benefit Trust Fund to direct one (1) or more increases in the contribution rate. In such an event, and upon ninety (90) day advance notice from the Trustees, the Company will increase the aforesaid contribution rate using the current employer / employee contribution splits for the total premiums.

32.4 SUBSCRIPTION AGREEMENT
The Company and the Union will execute the standard Subscription Agreement required by the National IAM Benefit Trust Fund.
33.1 TRAINING

Employees, other than Maintenance Test Pilots, will be selected for factory training, advance training courses and other formal training courses, by non-company personnel, from qualified volunteers, by classification, by shift, by location. If the training is on a new type aircraft, employees may be selected by classification, by shift, at the Company’s option. Maintenance Test Pilots will be selected from qualified volunteers, by location, according to seniority.

33.1(a) Should a dispute arise among qualified volunteers, seniority will prevail. Absent employees will be considered provided they are scheduled to return to work at Fort Rucker on the workday prior to the calendar day of the assignment. In the absence of a qualified volunteer, the least senior employee qualified and eligible for the training (in accordance with the option selected under Section 33.1) may be assigned.

33.1(b) Employees who have received factory training, advanced training courses and other formal training courses, two (2) weeks or longer, by non-company personnel may be assigned to the affected location/shift unless affected by promotion or layoff on the equipment/process trained on until adequate cross-training is accomplished, not to exceed a twenty-four (24) month period from date of completion of training. Employees who have received such formal training of two (2) weeks or longer will not be eligible for further formal training during the twenty-four (24) months, unless such additional training is on the same equipment, or there is a requirement to train an employee on more than one (1) type aircraft or equipment in the same overtime project. Employees who have received factory training, advanced training or other formal training courses (any individual course of eighty (80) hours within twenty (20) workdays unless extended by mutual agreement) by Company personnel may be assigned to the affected location / shift unless affected by promotion or layoff on the equipment / process trained on until adequate cross training is accomplished, not to exceed a six (6) month period from the date of completion of the training.

33.1(c) New Equipment Training (NET)

The Contractor shall ensure that each person who receives forty (40) hours of NET training, that qualifies the employee on an aircraft or system, incurs a minimum two-year lock-in obligation period. Any person receiving eighty (80) hours or more of NET training, that qualifies the employee on an aircraft or system, incurs a minimum three (3) year lock-in obligation period. This lock-in is only applicable if the person remains employed by the Contractor to ensure a net return on investment is gained. Upon completion of the training, the employee shall serve in the job classification/position on the aircraft/system for which the training was received, unless promoted during the lock-in period. Persons receiving NET of eighty (80) hours or longer shall not be eligible for additional formal training during the three (3) year obligation. Exceptions are additional training for the same aircraft system or a requirement to train an employee on more than one type of aircraft during this availability. These exceptions shall be approved by the COR prior to implementation.
33.2 TRAINING TO QUALIFY
Whenever the Company determines that employee training will be feasible, appropriate, and necessary to qualify employees to perform the new or changed work resulting from new technology introduction, such training programs will include the Union Grievance / Negotiating Committee's appropriate recommendations. The Company shall first offer training to senior employees in the classification affected by new technology.

33.3 TUITION ASSISTANCE
The Company promotes and encourages education and training as a means of increasing employee productivity and expanding career potential. Job related course(s) will tend to improve the employee’s performance on his current job or help him prepare for future assignments with the Company for which he might reasonably be expected to qualify in a field which is job related. The Company will reimburse an employee one hundred percent (100%) of the paid tuition fee for each successfully completed job related course if such employee has received written approval of the course from the Company prior to the employee's beginning such course and attaining an A or B or Pass in a pass / fail course. A grade of C will be reimbursed at 75% of the paid tuition fee for each successfully completed job related course if such employee has received written approval of the course from the Company prior to the employee beginning such course. Such approval shall not be unreasonably denied. There will be no lifetime cap for approved tuition assistance.

33.4 ON THE JOB TRAINING (OJT)
Employees who are reclassified, displaced or have their request honored and are sent to another location shall immediately enter an On the Job Training (OJT) Program or Familiarization (FAM) course when required. The documented training shall be monitored by the assigned Technical Trainer or qualified designee. The Technical Trainer or qualified designee shall determine when the individual is adequately trained and is signed off on each specific task in the OJT book. An employee may ONLY clear a discrepancy or perform those tasks which they have been signed off on, in his OJT book, without the assistance of Technical Trainer or qualified designee. The lack of OJT will not exclude a qualified employee from any assignment nor be cause for Layoff provided the employee has the seniority to hold the assignment, nor will it prevent an employee to exercise their rights IAW Article 4 of this agreement.

33.4(a) Personnel who do not have at least two (2) years of documented rotary wing experience on an aircraft or system shall be required to complete OJT. The contractor shall ensure that each person who enrolls in a documented OJT that qualifies the employee on an aircraft or system is locked-in to complete the training preventing displacement and disruption in training. In addition, upon completion of training, the employee incurs a minimum two (2) year lock-in obligation period provided the employee remains employed by the contractor. Upon completion of the training the employee shall serve in the job classification / position on the aircraft / system for which the training was received.
ARTICLE 34 GOVERNMENT SECURITY CLEARANCES

34.1 DEFENSE SECURITY

In the event that the Department of Defense, through its duly authorized representatives concerned with security, advises or has advised the Company that any employee covered by this Agreement is denied access to classified information and/or access to security controlled areas where such access is required in the performance of that employee’s duties, such employee shall be subject to appropriate action(s) the Company considers necessary for security reasons in accordance with the below provisions.

34.2 SECURITY CLEARANCE PROCESSING

If the Government requires a Security Clearance or National Agency Check (NAC) to perform a specific job, or for access to restricted areas, uncleared employees currently assigned to that job and/or area will be required to promptly apply for the appropriate government security clearance. Employees who have submitted the appropriate application will be permitted to continue working in the classification at the restricted area, in accordance with applicable government provisions, while his application is pending approval by the appropriate government agency. Employees shall not be moved from the position unless his application approval has been denied and the employee provided proof of the denial, or as directed by the government. The security clearance and/or restricted area access shall be a condition of an employee being assigned to or holding that job assignment. All employees with access to unclassified information systems, including e-mail, shall have at a minimum a favorable Tier 1 investigation (T1) or equivalent. Employees requiring access to CLASSIFIED Information shall have either a Favorable Interim or Final Favorable Adjudicated Tier 3 Equivalent of Higher Investigation, combined with ownership relation in the Joint Personnel Adjudication System (JPAS) prior to accessing CLASSIFIED information.

34.3 CLEARANCE REQUIREMENTS PRIOR TO REASSIGNMENT

Employees who have requested and been granted, in accordance with Article 35, reassignment to areas requiring clearance / access approval will within three (3) weeks complete an application for such clearance. Employees who meet these requirements will be allowed to hold the position, in accordance with applicable government provisions, while his application is pending approval by the appropriate government agency. Employees shall not be moved from the position unless his application approval has been denied and the employee provided proof of the denial, or as directed by the government. Employees shall not be required to involuntarily move on a permanent basis to an area requiring clearance / access approval, out of line of seniority, based upon possessing the needed security clearance.

34.3(a) As a need arises, the Company shall provide an opportunity for security clearance application to qualified senior employees by shift, location and classification or bonus pay job assignment as determined by the Company. Maintenance Test Pilots must have aircraft qualifications to be eligible.
34.4 DENIAL OF SECURITY CLEARANCE

If an employee is assigned to a work area that requires a security clearance or NAC and is denied the security clearance or NAC, the employee shall be allowed to exercise his transfer rights, seniority permitting, under Section 35.7, 35.8 or 35.9. If unable to transfer under Section 35.7, 35.8 or 35.9, he shall be able to exercise his displacement options under Section 4.7.

34.4(a) The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons cleared and required by the Government to have the information.

Where an employee’s base access or Common Access Card (CAC) is revoked and the employee is subsequently terminated, and base access is restored by the Federal Government within eighteen (18) months of revocation, the Company will reinstate the employee’s employment (seniority permitting) into his / her previously held position at the time of termination, or any lower available classification if he / she has qualifications to perform work. The Company shall not be obligated to reinstate any employee whose base access was revoked as a result of circumstances otherwise justifying a just cause termination pursuant to the terms of this Agreement. The Company will not be required to maintain a recall list of any such employee. The employee will be required to notify the Company upon having their base access or CAC eligibility restored. The Company will notify the Business Representative, in writing, within five (5) business days of such notification.
ARTICLE 35 RECLASSIFICATIONS AND REASSIGNMENTS

35.1 RECLASSIFICATIONS

When a vacancy occurs within a bargaining unit classification, other than as a result of layoff, it will be assigned to employees on the active payroll [i.e., an employee not on indefinite layoff, or an inactive employee (defined as an employee on a leave of absence of more than thirty (30) calendar days)] by seniority who have the qualifications to perform the work involved and who have valid status change request forms on file in the Human Resources section. If the vacancy involves adding a person on the payroll, employees on indefinite layoff compete for the vacancy, provided they have a valid reclassification request on file. Employees requesting a new classification shall submit documentation to Human Resources verifying all qualification / experience required by the job description(s). Employees may be required to pass a written and / or practical exam prior to assignment to a new classification. An employee entering a classification which he has not held before may be temporarily assigned to a shift, location, or workweek for familiarization, where he would not work alone before he has completed sixty (60) days in the new classification.

An inactive employee (defined above) with permanent medical restrictions, who is unable to perform all essential functions of his current classification may reclassify within three hundred sixty-five (365) days from the date of his last day of active employment to another position (vacancy) if he:

- Possess the qualifications required for the position;
- Possess the seniority to obtain the position;
- Able to perform all essential functions associated with the new position.

Inactive employees may not displace active employees and may only bid for positions which are not under competition by active employees.

Except as otherwise specified by law, an employee on leave of absence of more than thirty (30) days must provide documentation fifteen (15) days prior to a new assignment which verifies a return to work date no later than the effective date of their new assignment.

Seniority employees with a valid request on file shall have preference for said vacancy prior to the company filling the vacancy with a new hire or an employee recalled from layoff even if the vacancy is in a different center of operation than the senior employee with a valid request on file. The new hire or recalled employee will then be hired to backfill the vacant position of the senior employee.

35.1(a) An employee returning from a vacation of any length or from a leave of absence of thirty (30) calendar days or less, or medical leave, whether paid or unpaid, who would have been promoted during such vacation, leave of absence, or medical leave of any length, shall be offered promotion according to seniority and qualifications, upon his return to work. The employee may decline such promotion/reclassification without penalty.

35.1(b) If the vacancy is not filled under Sections 35.1 or 35.1(a) it will be offered to employees on layoff by seniority who have the qualifications to perform the work involved and who have a valid status change request form on file in the Human Resources section.
35.1(c) If the vacancy is not filled under Sections 35.1, 35.1(a), or 35.1(b) it will be filled by new hires or from any other source available.

35.1(d) An employee on layoff shall not be entitled to displace another employee from employment.

35.1(e) The rights of veterans and any persons returning from any type of military leave of absence of more than thirty (30) calendar days will be governed by applicable federal or state law.

35.2 STATUS CHANGE FORMS

Status change forms shall be available in the Human Resources section and in each work area. The right of classification change, and “4/10” Odd work week change, may be exercised no earlier than six (6) months from the date of honoring an employee’s last request of the same type. If an employee is displaced during this six (6) month period, he may submit another request of the same type without penalty. However, reclassified employees can compete for bonus pay job assignments and higher classifications during this six (6) month period. Such employee can be displaced by another employee exercising his full seniority rights. This provision shall not prevent the employee from exercising his rights during personnel realignment.

35.2(a) Employees must file a separate status change form for each type change to include reclassification, bonus pay job assignment, shift / workweek, center of operation, or location transfer desired. Other forms used in personnel assignments are:

- bonus pay job relinquishment
- withdrawal of status change request
- displacement form

Only those employees currently occupying the classification with the bonus pay assignment can request the bonus pay assignment.

If an employee is removed from a classification / bonus pay job assignment because of inability to perform, he is not eligible to return to the classification / bonus pay job assignment until he has completed additional training directly related to the classification / bonus pay assignment from which he was previously removed. The employee will advise the Company of completion of such additional training in writing on the status change request form.

35.2(a)(1) When filing status change requests, employees can specify the desired center of operation, location and shift and will compete only for those vacancies. In the absence of a request, the least senior employee in the group will be assigned. Employees who specify any center of operation, location, or shift will compete for all status changes.
35.2(a)(1)(a) When filing a request for reclassification or a bonus pay job using the “ONLY” section, employees can specify center of operation, location, and/or shift/workweek, and will compete only for those vacancies. Employees who do not use the “ONLY” section will compete for the reclassification/bonus pay job regardless of shift/workweek, center of operation, and location.

35.2(a)(1)(b) When filing a request for a center of operation, location, or shift/workweek change using the “ONLY” section, employees can specify center of operation, location, shift, workweek and days off, and will compete only for those vacancies. Employees who do not use the “ONLY” section will compete for the specified shift regardless of days off.

35.2(b) Status change request forms must be filed not later than the 17th calendar day prior to the Monday the vacancy is filled, except that a person promoted, reclassified, assigned a bonus pay job, assigned to a shift, center of operation, location, or workweek assignment. Employees may file a request, withdrawal, and/or displacement form no later than Sunday prior to the Monday effective date of his/her status change and it will be considered valid in seven (7) calendar days. The status change request and/or displacement form is considered to be filed with the Human Resources Section on the date shown on the employee's receipt. Status change requests may be withdrawn. The withdrawal will be effective seventeen (17) calendar days after receipt.

35.2(b)(1) A job is considered filled for a period of twenty-one (21) calendar days unless extended by mutual consent of the Company and the Union at the earliest of the date an applicant is referred for a drug screen or the date a formal job offer is made in writing by the Human Resources Section. The Union will be notified in writing at the time the Human Resources Section makes the written offer.

35.2(c) If an employee is disqualified for a requested classification or bonus pay job, the company shall notify the employee in writing and shall state the reason. The employee's request will be invalidated and returned to the employee. Any employee more senior than the employee reclassified may file a grievance provided that, if the issue is arbitrated, all grievances arising out of failure to honor the status change request will be consolidated for arbitration.

35.2(d) Status change requests and displacement forms are valid only in the classification and bonus pay job held at the time it is filed. Reclassified employees must file new status change requests and/or displacement forms after entering the new classification or bonus pay job to receive further consideration for reclassification and other status changes or displacement options.
35.2(e) An employee will receive a change of status slip at each change of status to include each time he is assigned work outside his line of progression, or in a higher classification in his line of progression. The change of status slip will be provided to an employee each time he performs the duties of a lower classification in his line of progression unless his job description specifically provides that the employee performs the duties of lower classified employees within the line of progression.

35.2(f) When a request is honored, the employee must accept the classification, bonus pay job, center of operation, location, shift / workweek assignment. Any other pending requests by that employee for the same type request honored will then become void.

35.2(g) Displacement

Displacement shall be defined as movement from current classification/bonus pay job, center of operation, location, shift, and / or workweek, or off days without a request to be moved. Displacement forms must be filed with Human Resources no later than the 17th calendar day prior to the Monday the vacancy is filled; provided that those employees who have been assigned to a center of operation, location, shift, off day, or entered a classification or bonus pay job, may file a displacement form no later than Sunday prior to the Monday effective date of his status change and it will be considered valid after seven (7) calendar days. Displacement forms may be withdrawn and a new one (1) filed at any time; the withdrawal and replacement, if any, will be effective seventeen (17) calendar days after receipt.

35.2(g)(1) An employee occupying a bonus pay job can request on his displacement form to relinquish the bonus pay job to be used in the event he is being displaced from his shift / workweek or location by using the “ONLY” section of the displacement form.

35.2(h) Notifications of Change in Status

The Company will attempt to notify employees of any impending change in status in writing by the end of his shift on Wednesday prior to the Monday such change is made.

35.2(h)(1) A report of all new hires and status changes, Company-wide, to include shift/workweek changes, center of operation changes, location changes, reclassifications and the addition or deletion of bonus pay job assignments will be prepared weekly as changes occur. A copy of this report will be furnished to the Business Representative and the Grievance / Negotiating Committee. A copy will be posted on Company bulletin boards at each major work site during the week the changes are made.
35.3 ASSIGNMENTS TO SATELLITE WORK LOCATIONS

Assignments to satellite work locations, such as stage fields that are permanently manned by employees from an airfield shall be made from available senior qualified volunteers within the classification / bonus pay job assignment from the supporting field and shift / workweek. Volunteers for a satellite work location assignment must have a request on file in the respective field manager’s office ten (10) calendar days prior to the date the satellite work location vacancy is filled. Request forms to transfer to and from a satellite work location will be available at each location that supports satellite work locations.

35.3(a) If the assignment cannot be made from qualified volunteers, the least senior qualified employee within the classification / bonus pay job assignment on the same shift / workweek at the supporting location shall be assigned.

35.3(b) Reductions of employees at satellite work locations shall be made from volunteers within the classification / bonus pay job assignment on the same shift / workweek. In the absence of volunteers, the least senior employee in the classification/bonus pay job assignment on the affected shift / workweek shall be reassigned back to the supporting location.

35.3(c) Employees assigned to satellite work locations shall be given preference to return to the supporting location over new hires and other employees by seniority by classification by submitting a written request to the field manager stating their desire to transfer no later than the 10th calendar day prior to the Monday the vacancy is filled.

35.3(d) Employees transferred to, entering or reentering a classification at, or displaced from a shift at a supporting location will within ten (10) calendar days after the new assignment, compete with other qualified employees at the supporting location to displace a less senior employee in the same classification / bonus pay job assignment for a satellite work location assignment at the same supporting location based on seniority and qualifications.

35.3(e) If an additional satellite work location is established, employees at the supporting location and those employees already assigned to satellite work locations manned from that supporting location will compete for the newly established satellite work location, shift / workweek, and off days.

35.4 FLEET REALIGNMENT

In the event of aircraft fleet reassignment from one (1) location to another, the Company shall request volunteers from each affected overtime project and shift at the supporting center of operation / work location which loses the overtime project as a result of the realignment. In the event sufficient numbers of qualified personnel in each affected classification / bonus pay job assignment and overtime project and shift do not volunteer, the Company shall assign low seniority employees in the affected classification / bonus pay job assignment and overtime projects and shifts required to affect the transfer of up to 70% of the assigned employees in the affected projects. If there is more than one (1) classification in an overtime project, the assignment shall be by low seniority by classification / bonus pay job assignment in the overtime project and shift. Additional vacancies, if any, will be filled under the transfer or shift change provisions of the Bargaining Agreement.
35.5 FLIGHT CREWMEMBERS

Where required, the Company will select senior qualified employees by classification, shift and location working on the type of aircraft requiring flight crewmembers. However, this assignment does not create a shift vacancy.

35.5(a) When the Company determines there is a surplus of flight crewmembers, the least senior flight crewmember within the affected classification, shift, location and type aircraft affected will relinquish his flight crewmember card.

35.5(b) Employees who relinquish flight crewmember status for any reason other than shift, location or type aircraft change will forfeit all rights to future flight crewmember status for a ninety (90) day period from date of relinquishment. Flight crewmember cards will be revoked when the holder changes shift, location, or type of aircraft.

35.6 SELECTION OF SHIFT STARTING TIME

35.6(a) Employees entering an overtime project / MDS or shop when assigned to AMSS will be allowed to choose starting time by seniority within ten (10) workdays.

35.6(b) The company will poll by seniority in the affected overtime project and the employee(s) will be allowed to choose their start time by seniority within ten (10) workdays on a one-to-one basis when:

- An employee(s) enters the overtime project
- The company adds or removes any employee(s)
- The company increases / decreases the total number of employees to a start time within an overtime project.

35.6(c) Maintenance Test Pilots will be allowed to select start time by seniority and qualifications.

35.7 SHIFT CHANGES, CENTER OF OPERATION TRANSFERS, AND LOCATION TRANSFERS

35.7(a) Shifts and workweeks referred to in this Article are first, second and third shifts, regular workweek and Odd workweek as set forth in Article 10.

35.7(b) Maintenance Test Pilot Provisions

Maintenance Test Pilots must have aircraft qualifications but do not have to be current before being assigned.

35.7(b)(1) Maintenance Test Pilots may be retained or assigned at a particular location to provide coverage by qualified Maintenance Test Pilots for aircraft based at the location.
35.7(b)(2) Seniority shall be the controlling factor for Maintenance Test Pilots, within a center of operation, in shift / workweek and location assignment. However, Maintenance Test Pilots may be temporarily assigned to shifts / workweeks, based on qualifications and seniority, to offset absences due to training, checkouts, vacations and annual National Guard or reserve leave. Maintenance Test Pilots conducting or receiving training may be assigned to a different shift for up to thirty (30) workdays. The assignment may exceed thirty (30) workdays due to extenuating circumstances by mutual agreement between the Company and the pilot Union Grievance / Negotiating Committee person.

35.7(c) Flight Engineers and Flight Mechanics

Flight Engineers and Flight Mechanics receiving initial qualification training may be temporarily assigned to a different shift regardless of seniority, provided the training period does not exceed fifteen (15) workdays unless due to extenuating circumstances. The Union Grievance/Negotiating Committee person will be informed of any extensions beyond fifteen (15) workdays and the reasons for the extension. During the training period, Flight Engineers and Flight Mechanics may be temporarily assigned to a shift / workweek and / or location, first by qualified volunteers by location, by shift, by seniority, then by assignment of qualified low seniority employees by location, by shift, to replace the employees in training for the length of time not to exceed fifteen (15) workdays. Any extension beyond the fifteen (15) workdays will be IAW Article 35.12.

35.7(d) Probationary Employees

Probationary employees, other than Maintenance Test Pilots, may not be displaced from assigned shift and location except during indefinite layoff.

35.7(e) Newly Established Assignments

If a new center of operation or location is opened or a new classification or bonus pay job is added at an existing center of operation or location, employees will be notified in advance so that those who desire to file written requests may do so.

35.6(f) If a new shift / workweek / off day is opened at an existing location, employees will be notified in advance so that those who desire to file written requests may do so.

35.8 TRANSFERS BETWEEN CENTERS OF OPERATION

35.8(a) There shall be eight (8) Centers of Operation: Hanchey, Lowe, CPM, Air Force, Knox, Cairns, Main Post (AMSS and Warehouse) and Shell. Employees transferring between the centers of operation will create shift vacancies at the gaining location.
35.8(b) There will be no transfer of personnel between centers of operation unless a vacancy is created by reclassification(s) (including bonus pay job assignments), displacements, indefinite layoffs, or there is a programmed loss or gain of employees within a center of operation and such vacancy is declared by the Company. Such loss or gain may be the result of reclassification, bonus pay job assignments, displacements, indefinite layoffs, or manpower adjustments due to operational requirements. When a vacancy occurs, and a transfer is made from one (1) center of operation to another center of operation, the following will apply:

35.8(b)(1) The senior employee(s) at the losing center of operation in the classification / bonus pay job assignments with a valid request on file to transfer to the gaining center(s) of operation will be transferred or if employee(s) is being displaced, IAW Article 35.2(g), and has a valid displacement form on file indicating his desire to be transferred to a gaining center of operation, displaced employee will be transferred to a gaining center(s) of operation, seniority permitting.

35.8(b)(2) If no requests are on file, the least senior qualified employee returning from layoff, or new hires, or employee(s) in the affected classification/bonus pay assignment at the losing center(s) of operation will be assigned to the gaining center(s) of operation. Employees transferring between centers of operation will create location shift/workweek vacancies at the gaining centers of operation.

35.8(c) Confined Space Entry (CSE) bonuses shall be removed from employees changing center of operation.

35.8(d) Employees with four (4) or more years seniority may displace for a different center of operation when reclassifying to a higher classification or if displaced IAW Article 35.2(g), seniority permitting.

35.8(e) Quarterly movement may be limited to a maximum of five (5) percent of each classification at any center of operation, not to exceed 12% annually. Does not count toward the annually realignment 12%.

35.9 LOCATION TRANSFERS WITHIN A CENTER OF OPERATION

35.9(a) When a transfer is made from a losing location to a gaining location, within a center of operation, on the same shift and workweek, the following procedure will apply:

35.9(a)(1) The senior employee(s) in the classification / bonus pay job assignment on the shift / workweek with a valid request or displacement form (for displaced employees involved) on file to transfer to the gaining location(s) will be transferred to the gaining location(s). No transfer requests will be honored from employees at the location with the greatest gain.
35.9(a)(2) Location vacancies created by the transfer of employees in Section 35.9(a)(1) above will be filled by the senior employee(s) in the classification/bonus pay job assignment at the losing location(s) on the shift / workweek with a valid request or displacement form (for displaced employees involved) on file to transfer to the location where the vacancy is created.

35.9(a)(3) If the vacancies are not filled under Sections 35.9(a)(1) and 35.9(a)(2) above, the least senior employee in the classification / bonus pay job and shift / workweek at the losing location(s) shall be transferred to the gaining location(s). Employees will have preference, by seniority, for location assignments, when vacancies occur at multiple locations, provided they have a valid shift/location request or displacement form on file in Human Resources.

35.10 CLASSIFICATION REALIGNMENTS

When there is an excess number of employees in a particular classification, and a shortage of employees in other classifications, the excessed employee(s) may compete for the vacant classifications together with those employees who have a classification change request on file for the vacancy(s). If the excessed employee(s) cannot or elects not to fill a vacancy, he may exercise the options provided in the indefinite layoff section.

35.10(a) Affected employees and the Union will receive no less than two (2) workdays notice.

35.11 SHIFT / WORKWEEK CHANGES WITHIN A CENTER OF OPERATION

35.11(a) A shift/workweek vacancy is created when an employee

- Enters a center of operation
- Returns from indefinite layoff
- Returns from a leave of absence of six (6) months or more
- Enters a classification or bonus pay job
- Completes his probationary period, or
- When the Company declares the need for additional employees on a specific shift/workweek at a location within a center of operation.

The competitors for such a shift/workweek vacancy are those employees named in this paragraph, and employees in the same classification/bonus pay job who have a valid request form on file to transfer to the shift / workweek vacancy. All competitors must have the proper requests and displacement forms on file in the Human Resources Section to be considered for the vacancy.

35.11(a)(1) Employees returning from a leave of absence of six (6) months or less will not create a shift / workweek vacancy, but will return to the shift / workweek, and location last held, seniority permitting. If seniority does not permit his return to the shift / workweek and location last held, or if the shift, workweek or location no longer exists, a shift / workweek vacancy will exist upon his return.
35.11(b) When a vacancy occurs, or a transfer is made from one (1) shift and workweek to another, within a center of operation, the vacancy will be filled by the competitor or the employee on the same shift at another location, within a center of operation, whichever is senior.

35.11(b)(1) If the shift work/week vacancy is filled by transfer of an employee on the same shift from another location, the most senior remaining competitor will be assigned to the shift/location vacated by the person transferred.

35.11(b)(2) If the shift / workweek vacancy is not filled by transfer, the most senior remaining competitor will fill the shift/workweek vacancy, or may displace the least senior employee on another preferred shift / workweek, seniority permitting. Such displaced employee will then fill the vacancy. If the vacancy is not filled under the above provisions, the least senior employee in the classification or bonus pay job and center of operation on the shift and workweek to be reduced will fill the vacancy.

35.11(b)(3) When different locations within a Center of Operation have the same type shift / workweek vacancy, eligible employees will have preference, by seniority, for location assignment, provided they have indicated their preference on the shift / workweek request or displacement form.

35.11(c) ODD WORKWEEK ASSIGNMENTS

At the time an employee is assigned to or displaced on an Odd workweek, or a vacancy occurs on an Odd workweek he may, by seniority, choose his days off among available assignments at his center of operation by displacing the least senior employee within his classification (and / or bonus pay job assignment) and shift / workweek provided he has indicated his preference on the shift / workweek request or displacement form.

35.12 TEMPORARY TRANSFERS AND SHIFT CHANGES

35.12(a) This section will not be used to avoid declaring a vacancy by use of repeated transfers from one (1) shift to another or from one (1) center of operation or location to another.

35.12(b) Transfers of any employee from one (1) center of operation or location or shift to another may be made temporarily to meet varying business conditions for a period not to exceed ten (10) workdays, except as extended by mutual agreement between the Company and the Union Grievance / Negotiating Committee person.

35.12(c) Temporary transfers from one (1) center of operation or location to another will be made by classification from qualified volunteers within a shift by location in accordance with seniority.
35.12(d) Temporary transfers from one (1) shift to another shift at the same center of operation or location will be made by classification from qualified volunteers in accordance with seniority.

35.12(e) In the absence of volunteers, the least senior qualified employee in the applicable classification and shift will be transferred temporarily.

35.12(f) Transfers of any employee from one (1) center of operation or location or shift / workweek to another may be made temporarily per government requirements for a period not to exceed thirty (30) workdays, except as extended by mutual agreement between the Company and the Union Grievance / Negotiating Committee person.

35.12(g) The Company will attempt to notify the employee in writing at least three (3) work days prior to the effective date of his temporary shift / workweek assignment.

35.13 **TRIAL PERIOD**

An employee who is assigned to a job classification or bonus pay job, and who fails to perform satisfactorily the requirements of the classification or bonus pay job will be returned to his status prior to the assignment, seniority permitting, within a reasonable length of time, not to exceed ninety (90) days.

35.14 **TEMPORARY RECLASSIFICATIONS**

Temporary transfers from one (1) classification or line of progression to another, shall be made without change in classification or base rate of pay, and for a maximum of ten (10) workdays unless extended by mutual agreement of the Company and the Union Grievance / Negotiating Committee person; provided, however, that an employee who is temporarily transferred for four (4) or more hours during a shift to a higher classification shall be paid for all hours worked in that higher classification. The employee will receive a change of status slip in accordance with Section 35.2(e).

35.15 **PERMANENT DISABILITY**

An employee who becomes unable to perform the duties and responsibilities of his classification because of permanent disability (disability as defined by the Americans With Disabilities Act – ADA) which cannot be accommodated, as such accommodation is defined and required by federal law, shall be allowed to exercise his options under the layoff procedure for positions which he is able to perform or shall be given a leave of absence, in accordance with Article 5. Each such case will be discussed with the Union prior to granting the right to exercise any rights under Section 4.7. For information related to medical leave, refer to 5.3 and 5.18.

35.16 **LEADERS**

Where required, the Company will select employees from qualified volunteers from each applicable classification, by seniority, to serve as Leaders.

35.16(a) Employees desiring consideration for Leader jobs must have a valid request on file in accordance with Section 35.2.
35.16(a)(1) May be required to pass a written and/or hands-on assessment prior to assignment to Leader.

35.16(b) When there is a surplus of Leaders, Leader status will be removed from the least senior Leader within the affected classification. An Aircraft Mechanic displaced from Leader status may exercise all seniority rights granted under Section 4.7(c).

35.16(c) An employee may, at his option, relinquish Leader thirty (30) days after assignment and shall forfeit all rights to future Leader assignments for a ninety (90) day period from date of relinquishment, unless waived by the Company, after all requests have been honored. The Company will honor the relinquishment within seventeen (17) calendar days of receipt. The “ONLY” option, if used, may take longer than seventeen (17) days.

35.16(d) Leaders compete with other employees in the same classification within their overtime project for vacation scheduling.

35.16(e) If a Leader is needed, Leaders compete first among other Leaders within the overtime project for assignment of overtime. Thereafter, Leaders will compete with other employees in the same classification within the overtime project; however, the Leader bonus will be removed during such assignment unless Leader status is a valid requirement of the overtime assignment, as determined by the Company.

35.16(f) Temporary Leader jobs, when required by the Company, will be offered first to senior qualified permanently assigned employees within the applicable classification and crew. Thereafter, the Temporary Leader assignment will be offered to other senior qualified permanently assigned volunteers within the applicable classification and overtime project.

35.16(f)(1) Temporary Leaders, when required by the Company, may function during the absence from the work location, and need for a regular Leader, or need for an additional Leader, for a period not exceeding ten (10) workdays, except the period can be extended because of vacation or by mutual agreement between the Company and the respective Grievance / Negotiating Committee person. Temporary Leaders will compete for available overtime on the same basis as regular Leaders after all regularly assigned Leaders in the overtime project have been offered the available overtime.

35.16(f)(2) In the event there is not sufficient Lead volunteers during Christmas Exodus and there is an excess of volunteers in the classification needing a Lead, the company may poll for a Temporary Lead, by seniority, from the excess volunteers before scheduling a Lead to work.
35.17 PERSONNEL REALIGNMENTS

35.17(a) Effective the first Monday in January of each year, the Company will specify the number of employees within each classification and each bonus pay job assignment to be assigned to each center of operation, location and shift / workweek. Employees desiring to compete for a different center of operation, location, and / or shift / workweek must complete a Realignment Request form or Realignment Displacement form to be used if displaced.

35.17(b) The employees in each classification and bonus pay job assignment within a center of operation shall be allowed to exercise seniority to transfer to a preferred center of operation, location, shift / workweek, and off days. A minimum of one (1) employee will be allowed to exercise seniority for center of operation, location and shift / workweek in classifications with three (3) or less employees assigned to a location.

35.17(c) Employees displaced under this provision may also exercise their seniority to determine their center of operation, location and shift / workweek, and off days.

35.17(d) Inactive employees as defined in 35.1 will be considered eligible for movement during realignment. Inactive employees will be notified, by documentable and verifiable means, of the effective date of the move and their eligibility to utilize their seniority during realignment.

35.17(e) Probationary employees shall not be displaced except during indefinite layoff.

35.17(f) Employees transferring between centers of operation will create location and shift / workweek and off day vacancies.

35.17(g) Employees transferring into a center of operation which has multiple locations will have preference, by seniority, for location assignments.

35.17(h) Movement is limited to a maximum of 12% of each classification at any center of operation or location during realignment.

35.17(i) Employees desiring to transfer under this provision to a work location requiring a Security Clearance or a National Agency Check must submit an application for a Security Clearance or a National Agency Check in accordance with Article 34.3.

35.17(j) After each personnel realignment all status change forms, including Satellite Work Location request forms, on file will be void and new forms will have to be submitted after realignment.
ARTICLE 36 DURATION

36.1 DURATION DATES
This Agreement shall remain in effect until midnight on May 1, 2022, without reopening rights for any purpose by either party, and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate the Agreement is given by either party at least sixty (60) days prior to May 1, 2022 or at least sixty (60) days prior to any annual expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to an extension of this Agreement for a specified length of time beyond the expiration date.

36.2 GOVERNMENT REQUEST FOR PROPOSAL (RFP)
The parties agree that, should a Request for Proposal (RFP) issued by the Government for the follow-on contract to the present contract between the Company and the Government contain any requirements which are inconsistent with any provision of this Agreement, they will meet to discuss such requirements. The parties will earnestly seek solutions to any identified inconsistencies between the RFP and this Agreement.
Signature Page

This Agreement executed and effective the 21st day of January 2019

M1 Support Services
Fort Rucker, Alabama

International Association of
Machinists and Aerospace Workers,
AFL-CIO
Local Lodge 2003

Martin Craft - Chief Business Operations
Cheryl Shaw - Director Human Resources
Marlin Brandon - Deputy Director Operations
Cameron Stone - Director Quality

Tony Wirth - IAM&amp;AW Grand Lodge Representative
Judy Bennett - IAM&amp;AW Aerospace Dept. Chief of Staff
Randy Garrett - IAM&amp;AW Business Representative
Tammy Anglussen - GNC Shell Field/Committee Chair
Chris Kelley - GNC Main Post/Committee Vice-Chair
Tammy Cassels - GNC Clerical
Michael Gonzalez - GNC Hanley Field
Joseph Kather - GNC Cairns Field
Marko Nell - GNC Air Force
Patrick Palas - GNC Knox Field
James Powell - GNC Lowe Field
Michael Scott - GNC Maintenance Test Pilots
Marvin Smith - GNC Consolidated Phase Maintenance
APPENDIX A – Lines of Progression
APPENDIX B - Early Retirement Program

The Company and the Union agree that, operational requirements permitting, the opportunity for early retirement should be offered again. The following criteria would apply to future early retirement program offerings unless modified by mutual agreement of the parties:

The program will be available to employees on the active payroll on the requested date of retirement, who:

- are at the maximum pay rate of their rate range and are accruing a minimum of five (5) weeks of vacation leave or have thirty (30) or more years of service on the aircraft maintenance contract at Ft. Rucker.

- are actively enrolled in one (1) of the company’s health insurance plans.

Employees must complete the retirement application form available at work sites and return it to Human Resources at least thirty (30) days prior to the requested retirement date. Upon approval by the Company, this application for retirement will be a binding contract between the employee and the Company.

If an employee retiring under this program is insured under the Company’s health insurance plan prior to retirement, the Company will pay the total cost of continuing such health insurance coverage for three (3) years or to age sixty-five (65), whichever is earlier.

- If the employee’s spouse and / or eligible dependents are insured under the Company’s health insurance plan prior to the employee’s retirement, the Company will pay the total cost of continuing such health insurance coverage for three (3) years or the date of ineligibility of the dependent [spouse age sixty-five (65) or child age twenty-six (26)], whichever is earlier, provided that such spouse and / or dependent coverage will be governed by the normal age restrictions for coverage specified in the health insurance plan.

- Employee, spouse or dependent coverage terminated under the above provisions may be continued under the COBRA provisions of the plan, if appropriate.

If an employee retiring under this program is insured under the Company’s health and life insurance plans prior to retirement, the employee can maintain basic life and optional life insurance by paying the full cost of the premium for three (3) years or to age sixty-five (65), whichever is earlier.

- If the employee’s spouse and / or eligible dependents are insured under the Company’s health and life insurance plans prior to the employee’s retirement, the spouse and / or dependent can continue the basic life insurance coverage by paying the full cost of the premiums for three (3) years or the date of ineligibility for the dependent [spouse age sixty-five (65) or child age twenty-six (26)], whichever is earlier, provided that such spouse and / or dependent continues to be covered under the Company’s health insurance plan.
APPENDIX C – Apprentice Program

In the future, should the need arise, the parties agree to jointly update and implement an Apprentice Program for the Avionics, Electrical, and Instrument Technician, Aircraft Engine Mechanic, Hydraulic Shop Mechanic, or other classifications mutually agreed upon.
APPENDIX D – High-Performance Work Organization

The issue of respect in the workplace and trusting one (1) another to carry out their individual job responsibilities was raised. While all agreed that words could not be written to address these issues, a plan for action was needed. Therefore, the Company and the Union agreed to explore the High-Performance Work Organization (HPWO) concept which has been successful in many locations at improving labor-management relations and building trust and respect into the workplace.
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