

AGREEMENT
BETWEEN
FLIGHTSAFETY SERVICES CORPORATION
and the
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO
DISTRICT LODGE
and its
LOCAL LODGE
(KC-135R Program)

Effective, April 1, 2010

Thru

April 1, 2013

TABLE OF CONTENTS

<u>Item</u>	<u>Page No.</u>
ARTICLE I - PARTIES AND PREAMBLE	1
ARTICLE II - RECOGNITION	1
ARTICLE III - DEFINITIONS	2
ARTICLE IV - MANAGEMENT RIGHTS	3
ARTICLE V - UNION BUSINESS	6
ARTICLE VI - GRIEVANCE PROCEDURE	9
ARTICLE VII - DISCIPLINE AND DISCHARGE	14
ARTICLE VIII - SENIORITY	15
ARTICLE IX - HOURS OF WORK AND OVERTIME	18
ARTICLE X - DRUG FREE WORKPLACE/HEALTH EXAMINATIONS	20
ARTICLE XI - NON-DISCRIMINATION/NON-HARASSMENT	21
ARTICLE XII - TRANSFER OF TITLE	22
ARTICLE XIII - NO STRIKES/ NO LOCKOUTS	22
ARTICLE XIV - BULLETIN BOARDS	23
ARTICLE XV - SAFETY	24
ARTICLE XVI - WAGES	25
ARTICLE XVII - GROUP BENEFITS	30
ARTICLE XVIII - PAID TIME OFF	30
ARTICLE XIX - UNPAID TIME OFF	33
ARTICLE XX - MISCELLANEOUS	33
ARTICLE XXI - NEW TECHNOLOGY	34
ARTICLE XXII - LEGALITY/STABILITY OF AGREEMENT	35
ARTICLE XXIII - COMPLETE AGREEMENT	36
ARTICLE XXIV - DURATION	36
SIGNATURE PAGE	37
ATTACHMENT 'A' – SENIORITY DATES	38

ARTICLE I PARTIES AND PREAMBLE

This COLLECTIVE BARGAINING AGREEMENT is made and entered into as of the 1st day of April, 2010, by and between FlightSafety Services Corporation (KC-135R) (hereinafter referred to as the "Employer") and the International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the "Union"). Employer facility locations covered by this agreement and Union lodges covering those facilities are: Milwaukee, WI, ANGB(District Lodge No. 10, Local Lodge 66), Scott AFB, (District Lodge 9, Local Lodge 313), Grissom ARB (District Lodge 90, Local Lodge 2069), Grand Forks AFB (District Lodge 5, Local Lodge 2525), MacDill AFB (District Lodge 166, Local Lodge 2915), Seymour Johnson AFB (District Lodge 110, Local Lodge 2296), Local Lodge 18 (March ARB, District Lodge 725), Pease ANGB (District Lodge 4, Local Lodge 2503), Fairchild AFB (District Lodge 751, Local Lodge 86), McConnell AFB (District Lodge 70, Local Lodge 708), Hickam AFB (Local Lodge 1998),

The Employer and the Union agree to cooperate with one other in an effort to serve the needs and conditions specific to operations of all facilities, students and everyone who works at each facility, to assure efficient operations, and to meet the highest standards possible in the service provided.

ARTICLE II RECOGNITION

Section 1 The Employer recognizes the, International Association of Machinists and Aerospace Workers, AFL-CIO as the exclusive bargaining representatives for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees employed by FlightSafety Services Corporation at the following sites Milwaukee, WI, ANGB, Scott AFB, Grissom, ARB, Grand Forks, AFB, MacDill AFB, Seymour Johnson AFB, March

ARB, Pease ANGB, Fairchild AFB, McConnell AFB, Hickam AFB, included in the bargaining unit described herein.

INCLUDED:

All full-time and part-time employees covered by the NLRB Election 30-RC-6683, 14-RC-12670, 25-RC-10399, 18-RC-17511, 12-RC-9260, 15-RC-8704, 21-RC-20973, and Recognition agreements signed for Pease AFB, Fairchild AFB, McConnell AFB, Seymour Johnson AFB, Hickam AFB to include those classifications listed in Article XVI employed by the employer at each of the facilities.

EXCLUDED:

All office confidential employees, Managerial employees' professional employees, guards and supervisors as defined in the Act, and all other employees of the Employer, including those employees on other contracts other than those identified above.

Section 2 The term "employee" as used in this Agreement shall mean employees in the unit set forth in Section 1 for whom the Union is the certified collective bargaining representative.

**ARTICLE III
DEFINITIONS**

Section 1 - Employment Status

(a) Full-Time Employees - A "full-time employee" is an employee in the bargaining unit who is regularly scheduled to work forty (40) hours per week.

(b) Part-Time Employees - A "part-time employee" is an employee in the bargaining unit who is regularly scheduled to work fewer than forty (40) hours per week.

(e) No Automatic Conversion - There is no automatic conversion from one employment status to another.

Section 2 – Probation Up to one hundred eighty (180) calendar days for a newly hired or rehired employee, discounting any absence from scheduled work time, shall be considered a probationary period. This probationary period may be extended by mutual agreement of the parties. Employer shall evaluate an employee during the probationary period and may in its sole discretion terminate the employee's employment at any time, with or without advance notice to the employee or the Union. The termination of an employee during his or her probationary period is not subject to the grievance and arbitration procedure.

ARTICLE IV MANAGEMENT RIGHTS

Section 1 The Employer has and retains the exclusive right, authority and discretion to manage the business, budget, and organization, to direct and control the business and workforce, and to make or revise any and all decisions affecting the business, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all its operations, missions, commitments and internal security practices; to determine the locations of its operations; to open, close, consolidate and relocate its operations, or relocate training programs in whole or in part and to separate its employees in connection with said moving, transfer of work, closing, selling or consolidation or relocation; to install or introduce any new or improved services, training or teaching methods or curriculum, work procedures, materials, facilities, tools or equipment and to maintain efficient operations; to determine all equipment to be used; to maintain the efficiency of employees and set standards and methods of performance and evaluation; to require employees to participate in training; to hire temporary agency, contract and per diem employees; to assign and direct work, work duties and mandatory overtime to

employees in accordance with its determination of the needs of the respective jobs; to transfer and/or reassign employees from one job, department, or work location to another on a temporary or intermittent basis; to assign and change employee pairings or work teams on a voluntary or involuntary basis; to increase, decrease or change the number of shifts, staff or coverage or staffing patterns or coverage patterns; to create, modify, and abolish work shifts, the starting and ending times of the work shifts and work schedules; to reduce or increase employees' hours of work for any duration; to hire, train, promote, transfer, layoff, and recall employees; to suspend, discipline, demote, reduce pay, discharge or take any other disciplinary or job performance-related action against employees; to determine the methods of investigating alleged employee misconduct; to search any Employer property; to require drug or alcohol testing of employees; to determine competency and/or fitness for duty; to determine training schedules; to subcontract or contract work; to select subcontractors; to institute a time clock or other method of time computing procedure; to promulgate, amend and enforce work rules, regulations, policies and procedures and the means of enforcement thereof; to promulgate, amend and enforce rules and regulations to implement the Family and Medical Leave Act and any applicable state family leave/rights statutes and the means of enforcement thereof; to change, combine or abolish employee classifications or the levels of employee classifications; to determine job content, description and qualifications; to determine rules and regulations for the conduct, safety and security of employees and the means of enforcement thereof; to install or remove equipment; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, at any time; to sell the business or any assets at any time; to enforce the dress code for employees and to determine the manner in which clothing is worn; to meet and discuss

with employees issues of Employer or employee concern; to create, modify and abolish modified work programs for employees who have suffered a work-related injury or illness; to assign employees to perform any job duties regardless of the fact that those duties may also be performed by any other employee; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not. The foregoing management rights are expressly reserved to be decided by the Employer and shall not be subject to any dispute resolution procedure.

The above management rights and all other matters not limited by the express language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it shall from time to time determine.

Section 2 It is understood supervisors, managers, and any other non-bargaining unit employees will not perform the duties of employees in the bargaining unit except under the following circumstances:

1. When an emergency situation exists. An emergency will not be declared arbitrarily.
2. To conduct training to maintain awareness and familiarity with program requirements and technological changes;
3. To fill in for bargaining employees who are on paid time off (medical leave, sick time, jury duty, holidays, compassionated leave, military duty), or unpaid leaves of absence; or
4. To fill in for temporary vacancies created by personnel turnover.
5. To meet scheduled operational needs, provided bargaining unit employees have first opportunity to work a full straight time pay schedule or voluntary overtime.

6. Site Managers are authorized to perform duties as Pilot Instructors as required to meet student training throughout. Maintenance Supervisors can not perform work to supplement work loads after 30 September 2010.

Section 3 It is understood Management may assign employees in the bargaining unit to perform work outside the bargaining unit provided such work is compensated at the rate of pay provided in this agreement or at the work site for the same job classification, if higher.

Section 4 In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future law; government-wide rule and regulation; and any other future rule or regulation to the extent required by law.

Section 5 The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement and further agrees that it will not exercise these rights in violation of any express written provisions of this Agreement.

ARTICLE V UNION BUSINESS

Section 1 – Union Security – All employees within the bargaining unit defined in Article II shall become members of the Union after completion of their probationary period as defined in Article III Section 2, or within thirty (30) days following the execution of this Agreement, and shall thereafter maintain their membership in good standing in the Union during the life of this Agreement, as condition of continued employment.

- (A) **Satisfaction of Obligation** Employees who, under Section 11 of this Article V, are required either to become members of the Union or maintain membership in good standing in the union may satisfy that obligation by periodically tendering to the Union an amount equal to the Union's regular and usual monthly dues.

- (B) **Failure to Satisfy Obligation** In the event an employee, who as a condition of continued employment, is required under this Article V to become a member of the Union, or maintain his membership in good standing therein, but in any such case does not do so, the Union will notify the Employer in writing, through the corporate human Resources, or through such other office as may be designated by the employer, of such employee's delinquency. The Employer agrees to advise such employee that his employment status with the Employer is in jeopardy and that his failure to meet his obligation under this Article V within thirty (30) days will result in his termination of employment.
- (C) Nothing contained in this Article shall be construed to require the Company to violate any applicable law. If this article or sections thereof is found to violate any state or federal law, those sections of this article shall not void the remainder of this article. It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.
- (D) **Explanation to employees** Either the Employer or the Union may explain to any employee or call to his attention, at any time, his rights and obligations under any or all provisions of this Article.

Section 2 - Shop Stewards - The Union may select not to exceed, except by mutual agreement, two (2) employees as shop stewards. The Union shall keep the Corporate Advisor to Human Resources informed in writing of the names of the accredited shop stewards. The Employer shall not be required to recognize any employee as a shop steward, unless the Union has informed the Employer, in writing, of the employee's name and designation as a shop steward. This Section shall not apply when designated shop stewards are off on vacation, illness, or on Employer or Union business away from the site, whereupon only verbal notification will be necessary to

indicate the affected steward's replacement. An employee while serving as a shop steward shall not be subject to layoff, transferred or loaned from his job classification so long as other employees remain in his job classification and on the shift he is designated shop steward.

Section 3 – Steward Representation - The appropriate shop steward may be present to discuss a grievance submitted to the Employer at a grievance meeting held pursuant to the grievance procedure set forth in Article VI. The appropriate shop steward may be present if requested by the employee at an investigatory meeting conducted by the Employer, which could result in the discipline or discharge of an employee, provided that such employee has requested shop steward representation.

Section 4 - Investigating Complaints or Claims of Grievance - Each respective steward shall investigate complaints or claims of grievance on the part of employees or the Union to include contacting the business representative in regard to such claim or grievance. The appropriate supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee, business representative, or his designee, relating to a complaint or grievance. A shop steward shall perform such duties in a manner as to minimize any work stoppage.

Section 5 – Business Representatives, Access to Plant – Representatives of the Union may only enter the Employer's premises as follows:

- (a) Authorized Union representatives may enter the Employer's premises for the purpose of attending scheduled meetings, including attending grievance hearings, with members of management.

(b) The Union representatives shall give advance notice the previous day to the Site Manager to enter the premises. Entry to work areas is not permitted without advance approval by the Site Manager. The right of entry shall at all times be subject to the Employer's rules applicable to non-employees. The Union representative shall not interfere with Employer operations.

Section 6 – Employer and Employee Discussions Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under his or her supervision topics pertinent to the work place, including but not limited to, the employee's job performance as described in Article XX, Section 7.

Section 7 - Joint Meetings Should either party desire to discuss with the other any matter affecting generally the relationship of the parties, a meeting of Union and Management representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Employer time for attendance at such meetings shall be arranged in advance by mutual agreement. This Section is intended to provide a free avenue of communication between the Union and the Employer, and suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal grievances and complaints.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1 For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions thereof as to events or incidents effecting the Bargaining Unit. No grievance as defined above

shall be considered under the grievance procedure unless it is presented as provided below.

Section 2 A grievance may be filed by an employee, the Union, and or the Employer. If the Union files the grievance, the adversely affected employee(s) shall be identified.

Section 3 Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

Section 4 A grievance as defined in Section 1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Employer first became aware, or should have become aware, of the circumstances giving rise to the grievance:

Step One: Any employee covered by this Agreement, and the appropriate Union Steward shall present his or her grievance to the Site Manager. To be timely and properly filed, a grievance must be presented in writing within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement at issue, and shall be on the grievance form which shall be supplied by the Local/District Lodge. The Site Manager will hold a meeting within ten (10) days after receiving the grievance consisting of the shop steward and/or the affected employee. The Site Manager shall give a written response to the Steward within ten (10) days after the meeting was held. If the

grievance is not resolved at Step One, the Steward shall forward the grievance to the Union Business Representative.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented by the Business Representative to the Program Manager within ten (10) days after the Employer's Step One representative has responded to the grievance or the date on which the response is due. Within ten (10) days of the filing of the grievance with the Program Manager, the Program Manager may conduct a meeting, which may be attended by the Business Representative, the Steward and the affected employee. Within ten (10) days after the meeting is held or after the grievance was received if no meeting is held, the Employer shall notify the Business Representative of its decision in writing.

Step Three: If agreement is not reached at Step Two with the Program Manager, the Corporate Advisor to Human Resources shall consider the grievance on presentation by the employee-grievant and the Union representative or the Union representative in the manner set forth in Step Two.

Step Four: If agreement is not reached at the Corporate Human Resources level, the Union or the Employer wishing to take the grievance to arbitration shall request mediation in writing from the worksites closest office of the Federal Mediation and Conciliation Service within ten (10) days of the Corporate representative or designee's decision. Mediation under this section is required before arbitration. The request for mediation must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service and the other party within this time period as a condition for processing the grievance up to and including arbitration. The mediation must be scheduled at a time and location mutually agreeable to the parties. The grievant will be compensated for any lost work time by the Employer for any

mediation, which occurs during the grievant scheduled working hours. Grievant working the second and third shifts will be similarly compensated by reduced or eliminated shifts, with pay. If the Shop Steward's presence is requested by the Union, such request for time off without pay to attend the mediation will not be unreasonably denied.

Step Five: If settlement is not reached at mediation, the Union or the Employer shall, if at all, within ten (10) days after mediation, forward the grievance for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service ("FMCS") with a copy of such demand to the other party. The jurisdiction of the arbitrator shall not exceed those subjects and remedies identified herein at Article VI in the Step One grievance document.

Section 5 If the Employer raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing two hearing dates will be scheduled unless otherwise mutually agreed in writing by the parties. The hearing on arbitrability shall be conducted according to the FMCS' rules on expedited arbitration. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a hearing shall be held for the Arbitrator to consider the merits of the grievance. If the Employer raises an issue of substantive arbitrability, processing of the grievance shall be stayed unless and until a court determines that the grievance is arbitrable.

Section 6

(a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s)

and Article(s) of the Agreement listed in the Step Two grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. The Arbitrator may not issue any award, which provides any monetary remedy which includes any time before ten (10) days before the grievance was filed.

(b) Should the Union want employees to be a witness at any arbitration hearing, the Union will be responsible for any lost pay incurred by the employee. The Employer may stagger the release of employees so as to not interfere with operations.

(c) No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The Steward and employee will be granted reasonable time off without pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.

(d) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

(e) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(f) The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be borne by the losing party. No party shall pay any fees owed to the other party's own representatives and/or wages to the other party's witnesses for time lost.

(g) Grievances of the same nature involving multiple employees will be consolidated and considered as one grievance. Conversely, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.

(h) It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the Parties agree otherwise in writing.

Section 7 Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties. Failure of the Employer to meet any deadline at any step of this grievance procedure shall automatically move the grievance to the next step.

Section 8 Terminated employees disputing the grounds of their termination will be required to file their grievances in the initial instance at Step Two.

Section 9 A grievance initiated by the Employer shall be discussed with the designated Business Representative and may thereafter be submitted to mediation by the Employer within ten (10) days. The demand for arbitration shall be in writing and a copy sent to the Union Business Representative.

Section 10 A waiver of the time limitations by either the Employer or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Employer.

Section 11 For purposes of computing time under any of the provisions of this Article, "days" shall mean working days, excluding weekend days and holidays.

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 1 Employee discipline prior to termination generally will be in the form of an oral warning, a written warning, and a suspension. However, depending on the

nature of the incident, nothing herein should be construed as requiring the Employer to utilize all or any steps of progressive discipline in any given situation. Upon the Employers' discovery of unsatisfactory conduct by an employee, the Employer shall begin any counseling or discipline process in a timely manner.

Section 2 The Employer may discipline and discharge employees who have not completed the probationary period set forth in Article III, Definitions, for any reason without recourse by the employee or the Union pursuant to Article VI, Grievance Procedure.

Section 3 The Employer may discipline and discharge non-probationary employees for just cause. Just cause for discipline or discharge including progressive discipline shall include all of the offenses listed in the Company Policy & Procedures.

Section 4 The Employer will make reasonable efforts to notify the shop steward about the discharge or discipline prior to the discharge or discipline. In no event shall this reasonable effort to notify the shop steward delay imposition of the discharge or discipline.

ARTICLE VIII SENIORITY

Section 1 All employees at each location have seniority defined as his/her length of service to include the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility. Employees with breaks in service are credited with seniority for their time worked with the Employer. All benefits, vacation, and administrative actions will recognize the longevity and/or accrued benefits of current employees based on this seniority date. Seniority dates of all current employees are established and attached as Appendix "A".

Section 2 – Layoffs The necessity for layoffs or other reductions of staff shall be at the sole discretion of the Employer, including the number of employees to be laid-off and the job classification, which will be affected. The Employer agrees that in the event of a layoff of bargaining unit employees, probationary employees within a classification shall be laid-off first without regard to their individual period of employment.

Part-time employees within a classification shall be the next to be laid-off based upon seniority, provided ability to perform the available work is considered equal in the opinion of the Employer. Full-time employees within a classification shall be the next to be laid-off based upon seniority, provided ability to perform the available work is considered equal in the opinion of the Employer.

In lieu of layoff or for other business reasons, the Employer may also assign an employee to perform any task or work in another job classification on a temporary basis. Employees shall continue to receive their regular rate of pay for any such temporary assignment.

Section 3 – Recall Whenever a vacancy occurs in a job classification, non-probationary employees who are on layoff shall be recalled in the reverse order in which they were laid-off, i.e., the last employee laid off in the job classification shall be the one first recalled, provided the employee is qualified to perform the work. The Employer shall be under no obligation to recall any probationary employee who has been laid off. In the event the Employer does recall a probationary employee, the employee must satisfactorily complete the remainder of his or her probationary period.

Section 4 - Accumulation Seniority Seniority shall accumulate to:

- (a) Employees who are on the active payroll of the Employer and in the bargaining unit defined in Article 1 of this Agreement:

- (b) Employees while on active military service and reinstated in compliance with applicable law;
- (c) Time spent on authorized leave of absence for Union business in accordance with this Agreement;
- (d) Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statute provided in paragraph (g);
- (e) Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period;
- (f) The first 30 days of any other authorized leave of absence;
- (g) Employees on layoff for a period of time equal to his or her seniority up to two years.

Section 5 - Loss of Seniority An individual shall lose seniority rights for the following reasons:

- (a) Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Employer, or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned;
- (b) Discharge for just cause;
- (c) The employee fails to report for work within ten (10) working days, or fails to notify the Human Resources Representative within three (3) working days of his or her intention to return to work after notice of recall from layoff;
- (d) Failure to keep the Employer advised of any changes in current mailing address. The Employer will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record;
- (e) The employee is on layoff for a period exceeding his or her seniority as calculated in Section 4(g) above.

(f) Retirement;

(g) The employee is absent from work for three (3) or more consecutive working days without notifying the Employer or without adequate reason if he or she does notify the Employer;

ARTICLE IX HOURS OF WORK AND OVERTIME

Section 1 The normal payroll week is the period beginning with the first shift starting on or after Sunday at 0001 hours and ending with last shift starting the following Saturday on or before 2400 hours consisting of no less than forty (40) hours for "Full-Time" employees with two consecutive days of rest during said workweek, as a goal. The normal workweek is designated as starting with shifts beginning on Monday and ending with shifts beginning on Friday. The bi-weekly payroll period is a fourteen-day period starting with the first shift starting on or after Sunday at 0001 hours running through the last shift starting on or before 2400 hours of the second Saturday.

Section 2 Each employee will be assigned to a shift with designated times for beginning and ending. The normal shift begins Monday and ends Friday.

Section 3 Determination of starting time, hours of work, lunch periods, and days of rest, will be made by the Employer 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 4:00 a.m. but before 12:00 noon.
Second Shift:	Beginning at or after 12:00 noon but before 8:00 p.m.
Third Shift:	Beginning at or after 8:00 p.m. but before 4:00 a.m.

Section 4 The Employer will provide as much advance notice as possible when changing employees' shifts. However, employees will not be scheduled to work within

12 hours of their previously scheduled work period without their concurrence.

Section 5 Employees may be required to work Saturdays or Sundays, or any other day of the week. Employees who have scheduled vacation in any work week will not be required to work overtime, but may by choice work available hours at the employees appropriate hourly rate.

Section 6 Employees may be required to work holidays and on his or her day off.

Section 7 The Employer may require employees to work overtime.

Section 8 No employee may work overtime without the prior approval of his or her supervisor.

Section 9 An employee who is unable to report for work at his or her scheduled start time must notify his or her immediate supervisor at least one (1) hour before his or her regularly scheduled start time, if possible. If the absence exceeds one (1) day, the employee must contact his or her immediate supervisor each day at least one (1) hour before his or her regularly scheduled start time, if possible.

Section 10 If an employee is required by the Employer to attend a meeting, which is held during his or her off-duty hours, the employee will be paid for the time spent in attendance in accordance with Article XVI.

Section 11 Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 12 The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees who normally perform the work on a straight time basis. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime, and a reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Employer.

Section 13 Time worked within an assigned shift period shall be compensated at straight time rates. Overtime rate of pay shall be compensated in accordance with Employer Policy 19, Series 3 dated 1 November, 2002. The Union and the Company agree to meet and discuss a change in Company Policy. If the Union and Company cannot come to an agreement after a reasonable and open discussion then the Company Policy will remain constant as to the bargaining unit.

Section 14 Full time and Part-time employees shall have first preference for work schedules. Individual employees on military leave who are available to work shall only be assigned to work after schedules for full time and part-time employees are assigned.

ARTICLE X DRUG FREE WORKPLACE/HEALTH EXAMINATIONS

Section 1 The Employer has the existing right to require employees to submit to health examinations in the following circumstances: for any workplace health issue, such as workplace injury or as may be required by the contracting authority.

Section 2 The Employer has the existing right to require employees to undergo drug and/or alcohol screening if reasonable suspicion exists that an employee is using or under the influence of drugs and/or alcohol.

Section 3 Health Examination required by the Employer shall occur during the hours of 9:00 a.m. to 5:00 p.m., except where the Employer determines that its business interests would be better served if the examination was conducted outside of these hours. Drug and/or alcohol screening will take place as soon as possible after the Employer has reasonable suspicion that an employee is using or under the influence of drugs and/or alcohol.

Section 4 Bargaining unit employees shall be compensated at their normal

hourly rate for time spent in an examination or drug/alcohol screening required by the Employer, as well as reasonable travel time and expenses to and from the examination. The Employer shall pay for any health examination or drug/alcohol screening it requires a bargaining unit employee to submit to.

ARTICLE XI NON-DISCRIMINATION/NON-HARASSMENT

Section 1 The Employer and the Union agree that no employee shall be discriminated against or harassed on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability or veterans status. The Employer and the Union further agree that a qualified employee with a disability who is able to perform the essential functions of his or her position or of a specific position for which he or she is being considered, with or without reasonable accommodation, shall not be discriminated against on the basis of his or her disability. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists.

Section 2 The Employer and the Union have adopted a separate complaint procedure set forth in Section 3 of this Article, providing for resolution of complaints alleging a violation of a specific section of this Article. Employees are encouraged to utilize this procedure prior to taking their complaints outside of the Employer.

Section 3 Employees who feel they have been unlawfully discriminated against or harassed as set forth in Section 1, and any employee having information concerning alleged unlawful harassment, should present that information, without fear of reprisal, to their Site Manager, Program Director and/or Vice President of Administration and Human Resources. The matter will receive prompt attention, and when required, appropriate disciplinary action will be taken against the offender(s). The Vice President of Administration and Human Resources will be available to facilitate any necessary

investigation. Violations of this policy will not be tolerated and will result in disciplinary action up to and including termination.

ARTICLE XII TRANSFER OF TITLE

Section 1 The Employer agrees to provide the required notice under the WARN Act, if applicable.

Section 2 - The Employer agrees to bargain with the Union, if required by law, over the effects of that decision on bargaining unit employees.

ARTICLE XIII NO STRIKES / NO LOCKOUTS

Section 1 - During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any strike, sit-down, sit-in, boycott, walkout, sick out, slow-down, sympathy strike, or leafleting of any kind, including, but not limited to, leafleting or picketing of any kind at any residence housing any supervisor, board member, or employee of the Employer or at any FlightSafety Corporation or FlightSafety International affiliate, subsidiary or any other related entity, or in any other way interfere with or interrupt the Employer's operations for any reason. In addition, the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location.

Section 2 - The Union, its officers, officials and agents, shall be immediately accessible to the Employer and shall immediately take all prompt and

effective measures to prevent and stop any acts described in Section 1 of this Article, including, but not limited to, immediately contacting by telephone, telegram, overnight mail, or any other manner which would assure immediate contact to each individual engaged in such acts a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article.

Section 3 - An employee who engages in any conduct, which violates the provisions of this Article, shall be subject to discipline up to and including discharge notwithstanding the provisions of Article VII. Discipline and Discharge. Said conduct shall constitute just cause for discharge.

Section 4 - If the Union or any employee engages in conduct prohibited by Section 1 the Employer may immediately and on a permanent basis take any and all actions which in its sole discretion it deems prudent, including, but not limited to, any action pursuant to Article IV - Management Rights.

Section 5 - The Employer will not lockout employees during the term of the Agreement and will be liable in damages to the Union for conducting a lockout during the term of the Agreement.

ARTICLE XIV BULLETIN BOARD

Section 1 - The Employer shall install and maintain a glass enclosed bulletin board. The Employer and Union shall jointly determine the location, size and type of the bulletin board. The bulletin board shall remain the property of the Employer. Only notices or other information postings regarding the Union's internal matters involving this bargaining unit shall be posted.

Section 2 - The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or in any way derogatory to the Employer, its board, administration, or any of its supervisors, managers, employees, or any FlightSafety Services Corporation or FlightSafety International affiliate, subsidiary, or any other related entity, or which casts any of the foregoing in a negative light. The Site Manager will monitor the bulletin boards for compliance with this Section.

Section 3 - The bulletin board will be the exclusive location for any and all Union notices authorized by this Article. No Union notices of any kind shall be posted anywhere at the facility besides the bulletin boards as authorized in this Article. Notices must be given to and approved by the Site Manager or his designee prior to posting, and such approval shall not be unreasonably denied.

ARTICLE XV SAFETY

Section 1 - The Employer agrees to provide a safe and healthy workplace in compliance with federal and/or state law. In the interest of resolving health and safety issues at the earliest opportunity, the parties agree that such issues shall be brought to the attention of the employee's immediate supervisor on an informal basis and thereafter pursuant to the grievance and arbitration procedure, if necessary. The Union agrees that this process shall be the exclusive means for resolving any and all health and safety issues and that the Union will not file, or encourage or assist any employee to file, any complaint or otherwise contact fed-OSHA or any other governmental agency concerning such issues.

ARTICLE XVI WAGES

Section 1 - Wage Rates

Wage rates for the job classifications covered by this Agreement become effective on the dates stated in the following table:

<i>Job Classification</i>	<i>Current Rate</i>	<i>Rate Beginning 10/10/20</i>	<i>Rate Beginning 10/9/2011</i>	<i>Rate Beginning 10/6/2012</i>
<u>Fairchild AFB</u>				
Pilot Instructor	\$42.43	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$35.43	\$37.85	\$39.27	\$40.74
Senior Simulator Maintenance Technician III	\$37.20	\$39.69	\$41.18	\$42.72
Simulator Maintenance Technician II	\$33.89	\$36.25	\$37.60	\$39.01
<u>Grand Forks AFB</u>				
Pilot Instructor	\$38.22	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$32.59	\$34.89	\$36.20	\$37.56
Senior Simulator Maintenance Technician III	\$34.23	\$36.60	\$37.97	\$39.40
Simulator Maintenance Technician II	\$31.56	\$33.82	\$35.09	\$36.41
<u>Grissom ARB</u>				
Pilot Instructor	\$37.53	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$31.44	\$34.04	\$35.32	\$36.64
Simulator Maintenance Technician II	\$29.85	\$32.04	\$33.25	\$34.49
<u>MacDill AFB</u>				
Pilot Instructor	\$40.69	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$34.80	\$37.19	\$38.59	\$40.03
Simulator Maintenance Technician II	\$32.32	\$34.61	\$35.91	\$37.26
<u>March AFB</u>				
Pilot Instructor	\$54.93	\$58.13	\$60.31	\$62.57
Simulator Maintenance Technician III	\$40.54	\$43.16	\$44.78	\$46.46
Simulator Maintenance Technician II	\$37.89	\$40.41	\$41.92	\$43.49

<i>Job Classification</i>	<i>Current Rate</i>	<i>Rate Beginning 10/10/20</i>	<i>Rate Beginning 10/9/2011</i>	<i>Rate Beginning 10/6/2012</i>
<u>McConnell AFB</u>				
Pilot Instructor	\$42.63	\$48.00	\$49.80	\$51.67
Pilot/Navigator Instructor	\$42.63	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$37.92	\$40.44	\$41.95	\$43.53
Senior Simulator Maintenance Technician III	\$39.83	\$42.42	\$44.01	\$45.66
Administrative Specialist - CCTS	\$16.06	\$18.85	\$19.56	\$20.29
Simulator Maintenance Technician II	\$34.30	\$36.67	\$38.05	\$39.47
Simulator Test Pilot/Instructor	\$43.91	\$50.00	\$51.88	\$53.82
<u>Milwaukee ANGB</u>				
Pilot Instructor	\$41.27	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$36.24	\$38.69	\$40.14	\$41.65
Simulator Maintenance Technician II	\$30.67	\$32.90	\$34.13	\$35.41
<u>Pease ANGB</u>				
Pilot Instructor	\$47.30	\$50.19	\$52.07	\$54.03
Simulator Maintenance Technician III	\$36.70	\$39.17	\$40.64	\$42.16
Simulator Maintenance Technician II	\$33.33	\$35.66	\$37.00	\$38.39
<u>Scott AFB</u>				
Pilot Instructor	\$52.54	\$54.64	\$56.69	\$58.82
Simulator Maintenance Technician III	\$35.84	\$38.27	\$39.71	\$41.20
PC Support Specialist/Scheduler	\$32.62	\$34.92	\$36.23	\$37.59
Simulator Maintenance Technician II	\$33.86	\$36.21	\$37.57	\$38.98
<u>Seymour Johnson AFB</u>				
Pilot Instructor	\$41.57	\$48.00	\$49.80	\$51.67
Simulator Maintenance Technician III	\$31.44	\$33.75	\$35.02	\$36.33
Simulator Maintenance Technician II	\$26.57	\$31.00	\$32.16	\$33.37
<u>Hickam AFB</u>				
Pilot Instructor		\$58.13	\$60.31	\$62.57
Simulator Maintenance Technician - III		\$43.16	\$44.78	\$46.46
Simulator Maintenance Technician II		\$40.41	\$41.92	\$43.49

Effective on October 10, 2010 there shall be a wage adjustment to each classification as stated in the table above.

Effective on October 9, 2011, there will be a 3.75 percent increase in the job classification wage rates, as stated in the table above.

Effective on October 6, 2012, there will be a 3.75 percent increase in the job classification wage rates, as stated in the table above.

Section 2 - Report and Call Back Pay - If an employee reports for work in accordance with his assigned shift or other instructions he shall receive a minimum of four (4) hours pay at his regular rate of pay. Any employee who has completed work, left the Employer's premises, and who is called back to work, shall receive either four (4) hours work or four (4) hours pay at his regular rate of pay plus applicable overtime rates as defined in Article IX. An employee called to work on his regular day off or on a paid holiday shall receive a minimum of four (4) hours pay at his regular rate of pay plus applicable overtime rates and holiday rates as defined in Articles IX and XVIII respectively. An employee shall not be required to stand by for a call back to work after the termination of his regular shift. An employee who leaves work of his own volition, or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day.

Section 3 - Abnormal Plant Closures - The Employer will continue to compensate employees as defined in this Article, for base closures and weather-related closures, in accordance with Employer Policy, without regard to the one day limit.

Section 4 - Part-Time Benefits and Pay In-lieu of Benefits - Part-time employees will receive payment for holidays and vacation on a pro rata basis based on actual hours worked. Pro-rata holiday pay will be calculated and paid on an anniversary

year basis and pro-rata vacation pay will be calculated and paid on an individual employee anniversary year basis. Part-time employees will also be paid at their regular hourly rate plus \$2.00 per hour above their regular hourly rate, which represents pay-in-lieu of other benefits under the Employer's benefit package

Section 5 - Promotions - Employees promoted on a temporary or regular basis shall receive the rate of the new labor grade. Any such promotion must be documented by the Employer on an Employee Request Form in order to be considered effective.

Section 6 - Severance - If, during the term of this Agreement and in the Employer's sole discretion, the Employer experiences conditions which require the permanent elimination of bargaining unit job position(s), the affected employees(s) will be terminated (in lieu of layoff) and given severance pay equal to eighty (80) hours of paid work at their regular wage rate.

The Employer and Union agree that they have negotiated in good faith regarding the effects of severance pay related to any permanent elimination of bargaining unit job positions as provided for in this Section and that this Section represents the complete and final understanding between the parties as to such effects. Accordingly, the Union voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain regarding the decision or effects of severance pay on bargaining unit employees of any future permanent elimination of bargaining unit job positions.

Section 7 - Travel - If the Employer finds it necessary to temporarily reassign an employee to another geographic location, wages and expenses will be paid by the Employer in accordance with Employer Policy 2 Series 4 dated Jan 1, 2009. Bargaining unit members in travel status will earn their current classification wage rate or the destination wage rate, if higher.

ARTICLE XVII GROUP BENEFITS

Section 1 Effective 1 January, 2008, the employees represented thereby as employees of Employer, shall be eligible to participate in and be entitled to the Employer's Corporate Benefit Program including the 401(k) program applicable to program employees not subject to collective bargaining agreement. Seniority (length of service) provided under Article VIII will apply. Employee eligibility and costs will continue to be defined based upon the Employer's and individual benefit program definitions. As a condition of continued eligibility for such benefit programs, all other company-wide policies and procedures of the benefit programs shall apply to all employees subject to this Agreement, except as specifically changed or modified by this Collective Bargaining Agreement. The cost share of the medical insurance will be eighty (80%) Company and twenty (20%) employee over the life of the Agreement.

Section 2 The Employer retains the sole right to modify, alter, change or eliminate its benefits and rules. The Union-represented employees will be subject to the same changes as all other program employees not subject to collective bargaining agreement.

ARTICLE XVIII PAID TIME OFF

The Employer agrees to provide the following categories of time away from the job in a paid status: vacation, holidays, salary continuation (sick leave), compassionate leave, jury duty/witness service, military leave, and time off for training, emergency/base closing and voting time. The benefits will only apply to Full Time employees unless noted otherwise. These benefits will be administered as set forth in

Employer Policy 12, Series 3 dated 1 January, 2010, provided the Company may improve or increase benefits for all employees at its sole discretion at any time without consultation. The Union and the Company agree to meet and discuss a substantive change in Company Policy that would adversely effect bargaining unit employees, provided the Company may change Policy required by governmental regulatory requirements. If the Union and Company cannot come to an agreement after a reasonable and open discussion of such change then the Company Policy will remain constant as to the bargaining unit. The employees' current banked Sick Leave will be available for use and subject to additional accrual.

Section 1 – Vacation - Full-time employees, upon completion of each year of continuous service, earn paid vacation as follows:

<u>Year of Service Completed</u>	<u>Vacation Hours Earned</u>
1 through 4	80
5 through 9	120
10 and over	160

Each employee should take the provided vacation unless the Employer determines that there is a business-related reason which prohibits an employee from taking the vacation. In the event the provided vacation cannot be rescheduled during the same plan year, the Employer will pay the employee the value of unused earned vacation as of the end of the same anniversary year. Unused earned vacation time cannot be carried over from one anniversary to another.

If, at the time of separation from employment, an employee has unused earned vacation or PTO, he/she will be paid the value of unused vacation or PTO based on the termination date, less any balance of used vacation advance. Since

vacation is earned on an anniversary year basis, there is no payment of partial year vacation upon termination of employment. If an employee borrowed or used more vacation than he/she earned or more PTO than he/she purchased, the borrowed or excess amount used will be deducted from any wages the employee is owed at the time of separation.

Section 2 - Holidays The Employer each fiscal year recognizes the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

When Christmas and New Year's Day fall on a Tuesday or Thursday, the adjacent Monday or Friday, as the case may be, will also be observed as a holiday. When any of the above named holidays falls on a Saturday, it will be observed on the proceeding Friday. When it falls on a Sunday, the holiday will be observed on the following Monday.

Full-time employees receive eight hours of holiday pay at their regular hourly rate, plus pay at their regular hourly rate for any hours worked on the holiday. In order to be paid for an observed holiday, the employee must have worked his or her regularly scheduled workday the day before and the day after the holiday, and the day of the holiday if scheduled to work, unless such absence qualifies for one of the following other types of paid time-off: vacation, salary continuation (sick leave), compassionate leave, jury duty/witness service, or emergency/base closing.

Section 3 – **Purchase Time Off (PTO)** Employees may buy Purchased Time Off (PTO) to supplement Vacation, on a Pre-Tax basis through the use of the Flexible Benefits Program with Flex Credit Dollars. Employees may purchase up to 80 hours for a calendar year. The value of the PTO that is unused at the end of the year will be paid to the employee.

ARTICLE XIX UNPAID TIME OFF

The Employer agrees to provide the following categories of unpaid time off: family/medical leave; medical time off; and voluntary (personal) leave. These benefits shall be administered as set forth in Employer Policy 13, Series 3 dated 1 January, 2003, provided the Company may improve or increase benefits for all employees at its sole discretion at any time without consultation. The Union and the Company agree to meet and discuss a change in Company Policy that would adversely effect bargaining unit employees, provided the Company may change Policy required by governmental regulatory requirements. If the Union and Company cannot come to an agreement after a reasonable and open discussion of such policy change then the Company Policy will remain constant as to the bargaining unit.

ARTICLE XX MISCELLANEOUS

Section 1 An semi-annual seniority list will be provided to the Union. The report will include the employee name, Employee Number and Seniority Date as described in Article VIII, Section 1. The Employer will also notify the Union of the name and hire date of any newly hired employee and termination date of any separated employee

Section 2 Whenever the masculine or feminine pronoun is used herein, it shall also include the opposite pronoun.

Section 3 The Employer will maintain an environment in which employees can make known their interest in transferring to other positions for which they are qualified to perform. An employee requested transfer system, including the posting of openings on Employer bulletin boards, will be maintained which will allow each employee to make application for transfer and receive consideration as a candidate for open positions for which qualified.

Section 4 - Dress Code – The Union agrees the employees shall dress in a professional, reasonably, and appropriate manner.

Section 5 – Job Descriptions Each employee will receive a copy of their job description for their position. Corporate Human Resources will maintain a copy of the job description. The Supervisor, within two weeks of the Employee beginning work in a new position, or a revised position, will meet with the Employee to review each function and responsibility in the job description. The Supervisor will document the review by use of the "Documentation of Review of Job Description and Performance" form. In the event new or revised job descriptions fall outside the scope of this Agreement, the Union has the right to initiate proceedings in accordance with Article VI – Grievance Procedures.

Section 6 – Job Performance Communication The Supervisor is responsible for providing regular, periodic feedback to the Employee as to his or her performance. The Supervisor should establish a regular manner of meeting with each Employee to provide an opportunity for the Employee to discuss his or her performance and to ask questions. If desired, the Employee may request a Union Representative to attend the meeting. An important element in conducting a meaningful periodic discussion of performance is documentation of the Employee's performance. This can be accomplished by example of work/product performance or detailed notes on the

Employee's performance. The meeting provides the Supervisor with the opportunity to listen carefully to the Employee and to respond, while also providing feedback on areas of concern or commendation that the Employee did not raise initially. Dialogue with the employee should be constructive, candid, and non-confrontational.

ARTICLE XXI NEW TECHNOLOGY

Section 1 - The Employer and the Union agree that it is to their mutual benefit and sound economic and social goals to utilize the most efficient machines, processes, systems, methods and/or materials. In this way, the Employer will be able to compete effectively in the marketplace, and, thereby, provide economically secure jobs for its employees. It is the Employer's policy when possible to assure that training is available for its employees so they may have the opportunity to acquire the knowledge and skills required by new technology.

Section 2 - In order that employees can better prepare themselves for the skill requirements of the future and in its fulfillment of its obligation to provide information to the Union, the Employer will provide notification to the Union of the Employer's plans for the introduction of new technology, which may affect the employees. This notification will inform the Union of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any training programs associated with those impacts.

Section 3 - The Union, and its representatives, will protect the confidentiality of Employer sensitive and proprietary information disclosed in the notification.

Section 4 - The Employer will provide employees in the affected classification(s) in the bargaining unit the opportunity to volunteer for the training. The Employer will select senior qualified employees utilizing bargaining unit seniority.

Section 5 – Employees in good standing at a site where training operations are reduced or terminated will be provided first opportunity to transfer to open positions at a new location.

ARTICLE XXII LEGALITY/STABILITY OF AGREEMENT

Section 1 - If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. If any section of the contract is declared invalid the Company and the Union will meet to discuss and negotiate that particular issue.

Section 2 - No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Employer and the Union unless made and executed in writing by the Employer and the Union.

Section 3 - The failure of the employer to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision.

ARTICLE XXIII COMPLETE AGREEMENT

Section 1 - This Agreement constitutes the entire agreement between the Employer and the Union, and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement with respect to any and all matters, unless evidenced in writing, dated and signed by the parties hereto.

Section 2 - The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Employer established prior to January 1, 2002 shall not be considered agreed to.

ARTICLE XXIV DURATION

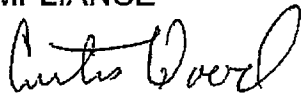

Section 1 - This Agreement shall remain in full force and effect and be binding on the Parties for the period beginning at 12:01 a.m. on April 1, 2010 and ending at 11:59 p.m. April 1, 2013.

Section 2 - The Agreement shall thereafter automatically continue from year to year for a successive term of one (1) year unless the Employer or the Union shall give to the other written notice by certified mail of its desire to modify or terminate this Agreement at least ninety (90) days prior to its expiration date.

Section 3 - If either party seeks to modify or terminate this Agreement, or the parties fail to reach an agreement on the proposed changes by the annual expiration date, the agreement shall terminate unless extended in writing by mutual consent of the parties hereto.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day written by its proper officers or duly designated representatives.

Dated this ^{8th} day of April 2010.

FLIGHTSAFETY SERVICES CORPORATION		INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
CURTIS WOOD DIRECTOR – TEAM RELATIONS & COMPLIANCE 		TERRY SMITH AEROSPACE COORDINATOR 

Seniority Of Personnel By Site, 1 April 2010

<u>Last name</u>	<u>First Name</u>	<u>Seniority Date</u>
Fairchild AFB		
Greenwood	Scott	12/14/1992
Deming	Russell	5/7/2001
Weber	Timothy	12/7/2006
Slouffman	William	12/14/1992
Knabe	Jason	12/11/1995
Ebach	Raymond	7/24/1992
Doyen	Richard	5/20/2002
Beer	Bernard	11/6/2000
Armstrong	Peter	4/15/2002
Kurzhal	James	8/23/1999
Zerba	Michael	6/2/2008
Grand Forks AFB		
Ullrich	Gary	1/31/2000
Larson	Kyle	2/26/2008
Smith	Richard	10/26/1992
Sandahl	Landy	10/13/1987
Schroeder	Jason	11/23/1998
Grissom ARB		
Beebe	Gary	2/9/2009
Fogg	Donald	3/4/1996
Corcoran	James	2/4/2009
Jones	William	3/21/2007
Tyson	Larry	9/30/1991
Sand	Roger	5/5/2003
Saylor	Troy	5/30/2007
Arnold	Robert	6/1/2009
MacDill AFB		
Jester	Clifton	10/1/2002
Wesselman	William	3/29/2006
Herve	Keith	11/2/1998
Wayne	Steven	10/15/2007
Lauterbach	Randy	1/18/2001
Glynn	Stewart	12/18/1998
Sciarra	Robert	5/4/1998
Turner	Edwin	3/25/2009
Dunn	Jay	10/18/2000

Seniority Of Personnel By Site, 1 April 2010

March AFB		
Holt	Coit	10/20/2005
Thompson	Matthew	10/12/2004
Atherton	Cliff	5/14/2009
Kane	John	5/24/2005
Parsons	Kenneth	5/23/2005
Holloway	Michael	5/10/1994
McConnell AFB		
Graham	Stephen	9/9/2002
Schoch	Dennis	6/28/1999
Wishall	Jay	12/14/1992
Anderson	Albert	1/3/1995
Burt	Martin	11/30/1992
Kramer	David	9/29/2005
Bosch	Derek	12/30/1993
Elia	Efthimios	8/26/2002
Anchors	Stephanie	12/9/2002
Sletteland	Steve	2/17/2006
Galimi	James	9/13/2004
Larson	Gregory	11/10/2008
Kuszak	Bernard	6/4/2001
Brinlee	James	3/11/1991
Kunz	Herbert	11/29/1999
Cook	David	12/29/1992
Milwaukee ANGB		
Wozny	John	11/1/2004
Greene	Marquis	6/30/2008
Yenchesky	Shannon	10/22/2001
Dickmann	John	9/2/2009
Dahm	Michael	9/11/1991
Torgerson	Joel	11/1/2005
Wincell	David	8/28/2008
Pease ANGB		
Tate	Ian	10/27/2008
Burkhead	Hubert	3/30/1998
Blake	Thomas	10/18/2004
Farris	Laurie	3/5/2009
Bigness	Paul	10/1/1992
Howell	John	9/1/2005
Geremia	Peter	10/15/2002
Glavin	Matthew	12/8/2008

Seniority Of Personnel By Site, 1 April 2010

Scott AFB		
Paul	Ira	3/17/1997
Whatley	William	11/6/2000
Lehman	James	6/6/2005
Ciaccia	Paul	7/28/2001
Kassel	Daniel	3/10/2006
Goers	Greg	8/6/2003
Radebaugh	Bruce	12/14/1992
Knapik	John	12/11/2000
Gass	Ronald	7/28/2003
Sewell	Craig	3/30/2002
Gratzl	Timothy	6/30/2002
Seymour Johnson AFB		
Kiser	Thomas	4/21/2005
McKinnell	Kent	3/21/2005
Haddad	Thomas	3/9/2010
Anderson	Lawson	1/14/2008