

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN



URS FEDERAL ~~SUPPORT~~ SERVICES, INC

AND



**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
AFL-CIO**

AT

**VAQ-129 CFT at NAS WHIDBEY, OAK
HARBOR, WA
(NLRB Case No. 19-RC-15356)**

EFFECTIVE

**August 1, ~~2011-2015~~ through July 31,
~~2015~~2019**

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1 **PREAMBLE**

2 This Agreement is effective ~~August 1, 2011~~ **August 1, 2015**, by and between **URS Federal**
3 **Support Services, Inc.**, hereinafter referred to as the "Company", and District Lodge No. 751 of
4 the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter
5 referred to as the "Union" with respect to work performed at VAQ-129 CFT at NAS Whidbey,
6 Oak Harbor, WA.

7 **ARTICLE 1 - INTENT AND PURPOSE**

8 In setting forth certain provisions pertaining to wages, hours of work and working conditions, the
9 Company and the Union have agreed to cooperate in establishing and maintaining a
10 harmonious relationship and have provided procedures for the peaceful settlement of all
11 grievances that may arise under this Agreement. In cases when the Government/customer
12 makes requirements of **URS Federal Services, Inc.** that force policy, procedure or changes in
13 working conditions, **URS** shall provide those requirements to the Union Business
14 Representative.

15 **ARTICLE 2 – RECOGNITION AND BARGAINING UNIT**

16 The Company recognizes the Union certified by the National Labor Relations Board Case No.
17 19-RC-15356 dated January 3, 2011, as the exclusive bargaining representative of all
18 employees stipulated in the Board's Certification of Representation as follows. The Bargaining
19 Unit shall consist of all full-time and regular part-time production and maintenance employees
20 including Aircraft Workers, Electronic Technicians II and III, Mechanics 1, 2, and 3, Painters
21 Aircraft, Production Control Clerks, Supply Technicians, and Tools and Parts Attendants,
22 employed by the Company at its NAS Whidbey, Oak Harbor, Washington location.

23 **Additional classifications negotiated into this Agreement include Aircraft Logs and**
24 **Records Technicians, Aircraft Life Support Equipment Mechanics I and II employed by**
25 **the Company at its NAS Whidbey, Oak Harbor, Washington location.**

26 **ARTICLE 3 – MANAGEMENT RIGHTS**

27 Except as modified by a specific provision of this Agreement, the Company reserves and retains
28 all of its normal and inherent rights with respect to the management of the business, including
29 (without limiting the generality of the foregoing) its right to establish or continue policies,
30 practices, and procedures for the conduct of the business; to select and direct the working force;
31 to establish, eliminate, change, or combine work schedules, and work assignments, which are
32 not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to
33 lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate
34 reasons; to make and enforce reasonable policies, procedures, and rules for the maintenance of
35 discipline; to suspend, discharge or otherwise discipline employees for cause; and otherwise to
36 take such measure as management may determine to be necessary to the orderly, efficient or
37 economical operation of the business.

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

41 **ARTICLE 4 – SENIORITY**

42 **Section 1.** Seniority of an employee is the length of his/her continuous service within the
43 bargaining unit including time spent with predecessor companies under this contract located at
44 NAS Whidbey, Oak Harbor, WA. An employee shall hold seniority in the job classification as
45 listed in Article 16 of this Agreement to which he/she has been assigned.

46 a. It is understood that seniority, defined in Article 4, Section 1, shall govern in the filling of

1 vacancies within job classifications. When vacancies occur in any job classification
2 covered by the Agreement, the Company shall post notice of such vacancies for a period
3 of five (5) work days. The Company will also notify those employees on detachment via
4 the detachment lead for posting at that location. Said notice shall contain a list of
5 qualifications **as defined in the job description** that applicants must possess. The
6 Company shall fill openings with the most senior qualified employee within the bargaining
7 unit that has applied for the position through the Company's online electronic applicant
8 tracking system prior to hiring outside applicants. **Employees currently holding the**
9 **same classification as the opening shall have the right, if qualified, to laterally**
10 **move to fill the opening based on seniority.** Applicants that are on temporary duty
11 (TDY) to which notice cannot be given shall be given five (5) additional work days upon
12 return to apply for said posted position.

- 13 b. Job opening notices shall be posted on a board next to the Shop Steward bulletin
14 boards.

15 **Section 2.** In cases of layoff, the employee with the least seniority in the affected job
16 classification shall be laid off first. Employees selected for layoff may elect to bump into lower
17 rated classifications for which they're qualified to perform. The employee will inform the
18 Company of his/her election to bump within five (5) business days following his/her notice of
19 layoff. In recall back to work, the employee with the most seniority qualified to perform in the
20 open job classification shall be recalled first.

21 **Section 3.** For the purpose of recall, the Company shall designate by classification the number
22 of positions ~~within each division~~ to be restored. Employees bumped during previous layoffs will
23 be offered right of first refusal for restored positions for which they are qualified on the basis of
24 seniority. Employees who decline such offers will have no further recall rights to previous
25 positions. Restored positions occurring after such procedure shall be filled by the most senior
26 employee on layoff possessing the required skills and abilities of the restored position.

27 **Section 4.** Notification of openings for recall shall be given by the Company by certified mail to
28 the last mailing address furnished by the employee. A copy of such notice shall also be sent to
29 the Union. In order to preserve their recall rights, employees must notify the Company of their
30 intent to return to work within five (5) working days of receipt of delivery of the recall notice and
31 must report to work within fifteen (15) working days after employee's receipt of the notice of
32 recall. If the employee does not respond as required by this Section, the next senior employee
33 may be recalled and the notified employee will be removed from the recall list **for said**
34 **classification. At the time of removal the Union Business Representative shall be**
35 **notified of any employee removed from the recall list.** Nothing in this Section will preclude
36 the Company from making direct contact with the employee by phone and/or the employee
37 returning as soon as possible. Specific return dates will be determined by the Company.

38 **Section 5.** Failure of the employee to keep the Company advised in writing of his/her current
39 correct address shall relieve the Company of all obligations indicated in Article 4, Section 3 and
40 Section 4 above.

41 **Section 6.** In the event of a reduction in the workforce the Company, when possible, shall
42 notify the Union in writing at least fourteen (14) days prior to the reduction. Such notice shall
43 include the job classification(s) affected and the names of employees to be reduced. If URS is
44 notified by the customer to reduce personnel with less than fourteen (14) days' notice, URS
45 shall notify the Union immediately.

46 **Section 7.** An employee shall lose his/her seniority for the following reasons:

- 47 (a) Resignation.
48 (b) Discharge for just cause.

- 1 (c) Layoff in excess of **twenty-four (24)** months.
- 2 (d) Failure to return to work at the expiration of a leave of absence.
- 3 (e) Failure to return to work within fifteen (15) working days after the receipt of the notice of
- 4 being recalled from layoff unless excused by the Company.
- 5 (f) Job abandonment or voluntary quit.

6 **Section 8.** Each new employee shall serve a probation period of sixty (60) days. If during the

7 sixty (60)-day period it is found that the new employee is not suitable for the job, his/her

8 employment may be terminated at the Company's sole discretion, without recourse.

9 **ARTICLE 5 – UNION SECURITY AND DUES CHECK-OFF**

10 **Section 1. Union Payroll Deduction.** It is agreed between the Company and the Union that

11 any employee in the bargaining unit defined in Article 2 of this Agreement, who is or may

12 hereafter become a member of the Union, or pays an agency fee, may authorize the collection

13 of Union dues or agency fees by the signing of a payroll deduction form. The employee's

14 authorization shall be irrevocable for a period of one (1) year from the date they are signed or

15 until this Agreement expires whichever occurs sooner, irrespective of their membership status in

16 the Union.

17 (a) This authorization and assignment shall continue in full force and effect for yearly periods

18 beyond the irrevocable period set forth above, and such subsequent yearly period shall be

19 similarly irrevocable unless revoked within ten (10) calendar days but not less than three

20 (3) days prior to the date of termination of any irrevocable period hereof. Such revocation

21 shall be affected by written notice to the Company, and a copy sent by certified mail,

22 return receipt requested, to the Union within such ten (10) day period.

23 (b) Collection of any back dues or agency fees owed at the time of starting deductions for any

24 employee and collection of dues or agency fees missed because the employee's earnings

25 were not sufficient to cover the payment of dues for a particular pay period will be the

26 responsibility of the Union and will not be the subject of payroll deductions.

27 (c) ~~As allowed by law, all employees in the bargaining unit must, as a condition of continued~~

28 ~~employment, be either a member of the Union and pay Union dues or pay an agency fee~~

29 ~~to the Union, but not both.~~ **All employees of the Company subject to the terms of this**

30 **Agreement shall, as a condition of employment, become and remain members in**

31 **good standing of the Union. This requirement shall take effect thirty-one (31) days**

32 **following the beginning of employment in a position covered by this Agreement.**

33 **The only obligation imposed by this Section shall be the payment of regular or**

34 **periodic dues or representation fees.**

35 (d) ~~As allowed by law, all employees within the bargaining unit on the effective date of this~~

36 ~~Agreement who are not Union members must, as a condition of continued employment,~~

37 ~~pay to the Union while on the active payroll, an agency fee equal in amount to monthly~~

38 ~~membership dues, beginning with the month following the month in which they accumulate~~

39 ~~thirty (30) days' continuous service in the bargaining unit since their last date of hire or~~

40 ~~rehire. Employees entering the bargaining unit or employees who are rehired with seniority~~

41 ~~or transferred with seniority into the bargaining unit after the effective date of this~~

42 ~~Agreement who do not become Union members, or having become but do not remain~~

43 ~~Union members, must, as a condition of employment, while on the active payroll, pay such~~

44 ~~fee to the Union commencing the month following the month in which they accumulate~~

45 ~~thirty (30) days' continuous service in the bargaining unit if such entry is prior to the~~

46 ~~fifteenth (15th) day of that month or commencing with the month following the month of~~

47 ~~such entry into the bargaining unit if such entry is on or after the fifteenth (15th) day of that~~

48 ~~month.~~

- 1 (d) As allowed by law, employees who are Union members on the effective date of the
2 Agreement shall continue to pay membership dues to the Union as a condition of
3 continued employment while in the bargaining unit and on the active payroll as long as
4 they remain members of the Union; employees within the bargaining unit who after the
5 effective date of this Agreement become members of the Union shall pay, while on the
6 active payroll, an original initiation fee and membership dues to the Union, as a condition
7 of continued employment while in the bargaining unit and while remaining a Union
8 member; provided that in no event shall the initiation fee and membership dues exceed
9 the amount specified in the Constitution and/or by-laws of the Union.
- 10 (e) Any employee required to pay an agency fee, membership dues, or initiation or
11 reinstatement fee as a condition of continued employment who fails to tender the agency
12 fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in
13 writing of the employee's delinquency. A copy of such communication shall be mailed to
14 the Company not later than fifteen (15) days prior to such request that the Company take
15 final action to terminate employment for failure to satisfy obligation.
- 16 (f) Deduction of membership dues or agency fees shall be made in a flat sum provided there
17 is a balance in the paycheck sufficient to cover the amount after all other deductions
18 authorized by the employee or required by law have been satisfied. In the event of
19 termination of employment, the obligation of the Company to collect dues or agency fees
20 shall not extend beyond the pay period in which the employee's last day of work occurs.
- 21 (g) The Company shall issue all Union payments such as Union dues, Initiation Fees, Political
22 Action Contributions, etc. via electronic funds transfer process only (Direct Deposit). The
23 Union shall ensure the Company has been provided with a valid Bank Account and
24 Routing number to set up the process. It will be the responsibility of the Union to submit all
25 changes in Bank information to the Company immediately.
- 26 (h) The Company shall issue all reports distributed to the Union electronically. Accounts will
27 be established for a focal designated by the Union. It will be the responsibility of the Union
28 to submit all changes in focals to the Company.

29 **Section 2. Indemnity.** The Union will indemnify and hold the Company harmless from and
30 against any and all claims, demands, charges, complaints, or suits instituted against the
31 Company which are based on or arise out of any action taken by the Company in accordance
32 with or arising out of the foregoing provisions of this Article 5.

33 **ARTICLE 6 – UNION REPRESENTATIVE ACCESS**

34 **Section 1. Business Representatives/Grand Lodge Representative - Access to Site.** The
35 Business Representative/Grand Lodge Representative of the Union shall have access to the
36 Company facilities where bargaining unit employees are normally assigned during working
37 hours for the purpose of conducting legitimate Union Business pertaining to this Agreement
38 including, but not limited to, the investigation and advising in the handling of grievances, and will
39 not interfere with the normal conduct of the Company's operation. The Company will not impose
40 regulations which will render the intent of this provision ineffective. The Union shall keep the
41 Company Manager of Human Resources currently informed in writing of the name of the
42 accredited Business Representative/Grand Lodge Representative. The necessary badges and
43 credentials will be given to the Business Representative/Grand Lodge Representative. All
44 Union representatives shall be subject to customer's rules and regulations while on site.

45 **ARTICLE 7 – SHOP STEWARDS**

46 **Section 1.** The Company recognizes the right of the Union to designate Shop Stewards and
47 Alternates from the Company's seniority list. The number of Shop Stewards shall be a number
48 required by the Union to assure employees in the unit ready access to a Shop Steward in their

1 assigned work location. It is agreed this objective can be achieved with not more than eight (8)
2 Shop Stewards unless modified by mutual agreement. The authority of the Shop Stewards and
3 Alternates so designated by the Union shall include the following duties and activities:

4 a. The investigation and presentation of grievances to the Company or the designated
5 Company representative in accordance with these provisions:

- 6 1. To consult with an employee regarding a question concerning this Agreement,
7 complaint, or grievance for which the employee desires a Shop Steward to be present.
- 8 2. To investigate a complaint or grievance before presentation to the appropriate
9 Management personnel.
- 10 3. To present a question concerning this Agreement, complaint or grievance to an
11 employee's immediate Manager in an attempt to settle the matter for the employee or
12 group of employees who may be similarly affected.
- 13 4. To meet with the appropriate Site Manager or other designated representative of the
14 Company when necessary to adjust grievances in accordance with the grievance
15 procedure of this Agreement.

16 b. The transmission of such messages and information during non-work times (breaks, lunch,
17 before and after hours), which shall originate with, and are authorized by the Union or its
18 Officers, provided such message and information have:

- 19 1. been reduced to writing, or
- 20 2. if not reduced to writing, are of routine nature and do not involve work stoppages,
21 slowdowns, refusals to handle goods, or any other interference with the Company's
22 business.

23 **Section 2.** Shop Stewards shall be permitted time to investigate, present and process
24 grievances on the Company property (worksite) without loss of time or pay during his/her
25 regular working hours. Shop Stewards, however, shall not be paid by the Company for time
26 spent handling grievances outside of his/her regular scheduled working hours. Subject to
27 existing security regulations, Shop Stewards shall have access to the Company's work areas
28 during working hours for the purpose of investigating grievances or complaints that have arisen
29 or attending meetings in accordance with the Grievance Procedures. Shop Stewards must
30 obtain, and will not be unreasonably denied, management's approval prior to leaving their work
31 area and/or entering another employee's work area.

32 **ARTICLE 8 - DISCHARGE AND DISCIPLINE**

33 **Section 1.** The parties agree that they will cooperate to foster a motivated and efficient
34 workforce. Maintaining discipline is an essential element of this effort. The Company will retain
35 the right to discipline employees by discharge, suspension, or other action. No disciplinary
36 action will be taken without just cause.

37 **Section 2.** In all cases of dismissal or suspension for just cause, the Site Supervisor will notify
38 the Shop Steward and meet with him/her. Consistent with appropriate policies and procedures,
39 the Site Supervisor will advise the Shop Steward of the reason the action is being taken. The
40 Site Supervisor or the Shop Steward may request to have the employee(s) present at the
41 meeting, whenever practical. The Shop Steward will be given time to meet with the employee
42 prior to meeting the Site Supervisor. The Site Supervisor shall notify the assigned Shop
43 Steward of all dismissals or suspensions.

44 **Section 3.** All verbal and written notices will not be used for the purpose of progressive
45 discipline beyond one (1) year from the date of issue. Suspension notices will not be used for
46 the purpose of progressive discipline beyond eighteen (18) months from the date of issue.

1 **ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION**

2 **Section 1.** It is the intent of this Article to establish a means for prompt adjustment of working
3 problems and personal grievances at the job level by conference between the Site Supervisor
4 and the employee involved, provided the Shop Steward has been given an opportunity to be
5 present. If not resolved at this informal level, a formal written grievance may be filed. The
6 grievance shall contain a full statement of the grievance and the facts upon which it is based,
7 the Section of this Agreement alleged to have been violated and the action, remedy or
8 adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be
9 signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall
10 be processed according to the steps and time limits specified. These time limits may be
11 extended upon written mutual consent of the parties. No grievances shall be filed or processed
12 based on facts or events, or omissions within the employee's knowledge which have occurred
13 more than ten (10) working days before such grievance is filed. For disputes occurring while on
14 detachment, this timeline shall be extended for ten (10) working days past the date of return.
15 Both parties agree to exert an earnest effort to settle such grievance promptly through the
16 following steps:

17 **Step 1.** The employee involved shall first confer with his/her Site Supervisor in order to
18 amicably settle the matter, provided the Steward has been given an opportunity to be
19 present. Any and all grievances shall be handled during normal working hours without any
20 unnecessary interruption of work. If the dispute is not resolved amicably then the Shop
21 Steward may reduce the grievance to writing. Within five (5) work days after receipt of
22 grievance the Site Supervisor shall submit a written answer to the affected employee and
23 Shop Steward. The Union Business Representative may act on behalf of an aggrieved
24 employee.

25 **Step 2.** If not settled/resolved at Step 1, the Union Business Representative may submit the
26 grievance to the Company's Human Resources Director, or designee, within five (5) working
27 days after receipt of Site Supervisor's response. The Company's Human Resources
28 Director, or designee, and the Union's Business Representative, or designee, will meet, in
29 person or by telephone conference, within ten (10) work days and attempt to resolve any
30 grievance. If unable to resolve the grievance, the Human Resources Director or designee
31 shall submit a written answer to the Union within twenty (20) work days.

32 **Step 3.** The Union's Business Representative may submit, within twenty (20) work days
33 following the Company's Step 2 answer, written notice to the Company Human Resources
34 Director of its intent to arbitrate. The Union will request the Federal Mediation and
35 Conciliation Service to submit an arbitration panel of seven (7) names to each party. The
36 Union and the Company shall alternately strike one name from such list (the Company and
37 Union shall alternate which party shall make the first strike, Company to make initial strike)
38 until only one name remains and that person shall be the arbitrator. The Parties will notify
39 the Arbitrator of their selection and will coordinate schedules between the Company,
40 Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties.
41 The Company and the Union will continue to attempt to resolve the grievance prior to
42 arbitration.

43 **Section 2.** The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall
44 not have the authority to add to, subtract from, modify, alter or change any of the terms of this
45 Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The
46 Arbitrator shall be bound entirely by the records presented in the form of evidence presented at
47 the hearing and the Collective Bargaining Agreement.

48 **Section 3.** The parties may file post-hearing briefs. The Arbitrator shall render his/her decision
49 within thirty (30) days of the close of the hearing or receipt of the briefs. The Arbitrator's decision
50 shall be in writing. The award shall be delivered or mailed to each party. The decision of the

1 Arbitrator shall be final and binding on all parties.

2 **Section 4.** In cases of cancellation, the party requesting cancellation shall pay all fees and
3 costs of the Arbitrator. In cases where the cancellation is the result of a compromise settlement,
4 fees of costs of the Arbitrator shall be shared equally by the parties. No more than one (1)
5 grievance shall be submitted to the same Arbitrator, unless mutually agreed to. All time limits
6 shall be strictly adhered to and may only be extended by mutual agreements of the parties.

7 **Section 5.** The parties will conduct the arbitration cases at a location selected by the parties.

8 **ARTICLE 10 – HOURS OF WORK AND OVERTIME**

9 **Section 1.** No provision of this Agreement shall be considered as a guarantee of any specified
10 number of hours of work, either per day or per week. Employees will normally be assigned to a
11 forty (40) hour workweek with designated start/stop times. When circumstances will not allow
12 employees to work their assigned shift, employees may have the option to increase hours
13 worked in the workweek to meet their normally assigned schedule when approved by
14 management and work is available.

15 **Section 2.** Eight (8) consecutive hours, exclusive of a meal period of a minimum of thirty (30)
16 minutes, shall constitute a normal work shift.

17 The normal work schedule shall be Monday through Friday. Any other schedule shall be an Odd
18 Workweek. All work schedules shall have a minimum of two (2) consecutive days off.

19 **Section 3.** The workweek for payroll purposes shall consist of seven (7) consecutive calendar
20 days beginning on ~~Saturday~~ **Friday** and running through the following ~~Friday~~ **Thursday**.
21 ~~Beginning the first pay period following November 1, 2011, the pay week shall be changed to~~
22 ~~Saturday through Friday.~~

23 **Section 4.** A shift differential premium shall be paid to employees assigned to working mid,
24 weekend or night shifts at applicable hourly rates of pay, plus a shift differential of ~~thirty-five~~
25 ~~eighty~~ cents (\$0.~~35~~**80**) per hour for all hours paid. Effective ~~November 1, 2011~~ **November 6,**
26 **2015**, the amount for shift differential will increase to ~~fifty-eighty-five~~ (\$0.~~50~~ **85**) cents per hour
27 for all hours paid. Effective ~~November 1, 2012~~ **November 5, 2016**, the amount for shift
28 differential will increase to ~~sixty-five ninety~~ (\$0.~~65~~**90**) cents per hour for all hours paid. Effective
29 ~~November 1, 2013~~ **November 4, 2017**, the amount for shift differential will increase to ~~eighty~~
30 ~~ninety-five~~ (\$0.~~80~~**95**) cents per hour for all hours paid.

31 **Section 5.** ~~Effective November 1, 2011,~~ An employee who is scheduled and reports for work at
32 the regularly scheduled time and is then sent home at no fault of their own and due to no
33 availability of work or site shutdown, shall be paid a minimum of four (4) hours pay at the
34 employee's applicable working rate of pay. **Only management has the authority to send**
35 **bargaining unit members home when there is a lack of work.**

36 **Section 6.** An employee who is called and reports back to work after he/she has completed
37 his/her regularly assigned shift and clocked out for the day and left the site shall receive a
38 minimum of four (4) hours pay at his/her applicable working rate of pay. The Company will not
39 impose a temporary shift in order to deprive an employee of call back pay or overtime.

40 **Employees will be paid for time assigned during off shift times by the Company for**
41 **mandatory training, contract provided physical evaluations, CAC and flight line**
42 **credentials, or security interviews.**

43 **Section 7.** All employees will receive two (2) uninterrupted paid fifteen (15)-minute breaks per
44 day. One (1) to be taken during the first half of their work day and one (1) to be taken during the
45 second half of their work day. The Company shall provide access to break rooms large enough
46 to accommodate employees on each shift.

47 In the event any employee is required to work beyond an eight (8) hour work day, the affected

1 employee will receive an additional paid fifteen (15)-minute break prior to commencing
2 additional work and following each two (2)-hour period of additional work.

3 **Section 8.** The starting time of the existing shifts will be as follows:

4 Day Shift – Beginning between the hours of 4:00 a.m. and 9:00 a.m.

5 Night Shift – Beginning between the hours of 12:00 p.m. and 5:00 p.m.

6 Mid Shift – Beginning between the hours of 8:00 p.m. and 1:00 a.m.

7 Weekend Shift – Beginning between the hours of 4:00 a.m. and 9:00 a.m.

8 Shift start times shall not be adjusted without three (3) workdays' notice.

9 The Company will provide a minimum of twenty-four (24) hours' notification for overtime of
10 known work requirements when possible. Overtime will be offered on a voluntary basis to
11 employees qualified to perform the work. If unable to find a volunteer for overtime or if there is
12 an excess of volunteers for work available, then overtime shall be directed utilizing the overtime
13 equalization roster(s).

14 **Section 9.** For employees assigned to a five (5)-day, forty (40)-hour workweek, the overtime
15 rate will be time and a half (1.5) the employee's applicable working rate of pay for all hours
16 worked over forty (40) hours in a workweek. Nothing in this Agreement shall be construed as to
17 require the payment of overtime on overtime, or compounding of overtime, as a result of
18 computing hours in accordance with this Article.

19 **Section 10.** For employees assigned to work a four (4)-day, forty (40)-hour workweek, the
20 overtime rate will be time and a half (1.5) the employee's applicable working rate of pay for all
21 hours over forty (40) hours in a workweek.

22 **Section 11.** All hours paid, with the exception of sick leave, shall be counted as time worked
23 toward the computation of overtime pay.

24 **Section 12.** Shift schedules may be adjusted to meet business needs but will not be adjusted
25 for the sole purpose of avoiding overtime pay.

26 **ARTICLE 11 - HOLIDAYS**

27 **Section 1.** Holiday pay is eight (8) hours pay, which is payable at the employee's applicable
28 working rate of pay. The eight (8) hours pay will be considered as time worked for the purpose
29 of computing overtime. Employees working ten (10)-hour days will be compensated for holidays
30 at eight (8) hours pay. Employees may utilize ~~vacation~~ PTO or LWOP or work two (2) additional
31 hours during the pay week for the remaining two (2) hours. An employee who is on the active
32 payroll shall be eligible for such unworked holiday. Time spent on leave of absence for
33 industrial injury or illness or military leave shall not be considered on the active payroll.

34 **Section 2.** The Company will observe ten (10) holidays. The following ten (10) holidays will be
35 observed each calendar year:

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

36 **Section 3.** Any employee required to work on any of the above holidays will be paid for all hours
37 worked at one and one-half (1.5) times his/her applicable working rate of pay plus holiday pay.
38 Under no circumstances may an employee use more than ten (10) holidays in any calendar
39 year. Holidays may not be carried over from one year to the next.

40 **Section 4.** Any additional holiday designated by Federal Government mandate or Presidential

1 Executive Order that is observed by VAQ-129 will be observed in addition to the above as
 2 determined by operational requirements. Employees will not be paid holiday pay during these
 3 occasions but will be allowed to use their ~~vacation~~ PTO leave or work additional hours during
 4 the pay week to make up for the lost hours.

5 **Section 5.** Any observed holiday, stated above, that falls on a Saturday or Sunday, will be
 6 observed under the same schedule observed by VAQ-129. When a holiday falls during an
 7 employee's ~~vacation~~ PTO, the holiday will not be charged as ~~vacation~~ PTO. The employee will
 8 receive holiday pay for the holiday.

9 **ARTICLE 12 – VACATION / PTO**

10 **Section 1.** Each employee covered hereby shall ~~accrue~~ ~~vest~~ vacation as follows:

11 For vacation purposes, all employees will be entitled to paid vacation which will be based upon
 12 years of service under the URS contract, or any predecessor contractors, whichever is earlier,
 13 and each anniversary date thereafter shall be the reference point **to calculate years of service**
 14 for vacation. Paid vacation entitlement will be as follows:

Years of Service	Annual Vacation
One (1) year of continuous service but less than five (5) years	80 hours
Five (5) or more years of continuous service but less than ten (10) years	120 hours
Ten (10) or more years of continuous service but less than fifteen (15) years	160 hours
Fifteen (15) or more years of continuous service	200 hours

15 **Effective the first full pay period following November 6, 2015, vacation will cease and**
 16 **PTO will begin. Employees will begin accruals at the following amounts:**

PTO	Annual PTO	Biweekly
Sixty-one (61) days but less than one (1) year	56	2.15
One (1) year of continuous service but less than five (5) years	136	5.23
Five (5) or more years of continuous service but less than ten (10) years	176	6.77
Ten (10) or more years of continuous service but less than fifteen (15) years	216	8.31
Fifteen (15) or more years of continuous service	256	9.85

17 **Section 2.** ~~Vacation~~ PTO taken by the employee is deducted from the employee's unused
 18 ~~vacation~~ PTO until such ~~vacation~~ PTO is exhausted.

19 **Section 3.** ~~Vacation~~ PTO pay shall be computed at the employee's applicable working rate of
 20 pay at the time of ~~vacation~~ PTO.

21 Employees, who are terminated from employment, are laid off, or who voluntarily terminate
 22 employment, are eligible to receive pay in lieu of ~~vacation~~ PTO for all earned, unused ~~vacation~~
 23 PTO.

24 Effective last day of the pay period in the year, employees may carry over earned unused
 25 ~~vacation~~ PTO equal to the amount of one (1) year's accrual. ~~Vacation~~ PTO amounts in excess
 26 of this limit will be paid out to the employee during the month of January the following year.

27 **Section 4.** ~~Vacation~~ PTO should be requested as far in advance as possible but in no case less
 28 than the day immediately prior to the day being requested. The Company will make every effort
 29 to approve ~~vacation~~ PTO requests unless prohibited by legitimate business reasons. When
 30 conflicts in requested vacation periods arise, the employees having the greater seniority shall be
 31 given the preference. However, an employee who has previously requested and had scheduled
 32 ~~vacation~~ PTO approved will not be displaced by a more senior employee.

- 1 a. ~~Vacation~~ PTO may only be scheduled on the employee's regularly scheduled work days
2 and may be scheduled for periods of thirty (30)-minute increments or more. ~~Vacation~~
3 PTO may be taken while on an approved leave of absence.
- 4 b. Employee's request for ~~vacation~~ PTO leave must be approved by the Site Supervisor, or
5 his/her designee(s) before such leave is taken. Employees failing to secure such
6 approval, who subsequently fail to report to work as scheduled, without a reasonable
7 excuse, may be subject to appropriate disciplinary action for unexcused absence.

8 **Section 5.** It is understood and agreed that employees transferring to the Contract after the
9 date of ratification of the Agreement shall retain their original date of hire with the Company for
10 the purpose of ~~vacation~~ PTO.

11 For the purposes of establishing service and benefits, employees transferred from the
12 bargaining unit who return to the bargaining unit shall receive service credit for such time
13 outside the bargaining unit.

14 **Section 6.** Paid hours of ~~vacation~~ PTO shall be considered as time worked for the purpose of
15 computing overtime pay.

16 **Section 7.** The employer shall notify the employee within two (2) working days of approval or
17 disapproval of the ~~vacation~~ PTO. The Company reserves the right to cancel an approved
18 ~~vacation~~ PTO, if due to unforeseen events staffing falls below minimum required levels.

19 **Section 8.** In the event of a change of contractors, the employee will be paid out for all unused
20 accrued ~~vacation~~ PTO. For ~~vacation~~ PTO already scheduled, the successor shall grant
21 authorized LWOP in lieu of ~~vacation~~ PTO leave during the first twelve (12) months of the
22 contract.

23 **Section 9. Same-day PTO may be used for personal illness and unscheduled doctor or**
24 **dental appointments. The Company reserves the right to require employees to obtain a**
25 **physician's statement verifying their inability to perform their duties, after three (3) days**
26 **of absence or in the event they are suspected of abusing unscheduled PTO.**

27 **Section 10. Employees who are prevented from reporting for work by reason of sickness**
28 **or injury shall notify their supervisor of their inability to report for work within thirty (30)**
29 **minutes after shift start time.**

30 **Section 11. Employees may utilize PTO or authorized LWOP in the event of Presidential**
31 **Proclamation, Administrative or Executive Order which results in additional time off or**
32 **base closure for part or all of the day.**

33 **ARTICLE 13 – SICK LEAVE**

34 **Section 1.** ~~Effective November 1, 2011,~~ Full time employees will accrue forty (40) hours per
35 year (1.53 hours biweekly). Unused sick leave will be cumulative and carry over from year to
36 year. Employees will begin accruing and may utilize sick leave following their sixty (60)-day
37 probationary period. **Effective November 6, 2015, sick leave accruals will cease. Sick**
38 **Leave balances will remain until utilized.**

- 39 a. The Company may require employees to obtain a physician's statement verifying their
40 inability to perform their duties and/or their ability to return to work, after three (3) days of
41 absence.
- 42 b. Sick leave pay will be paid at the applicable working rate of pay. Sick leave may be
43 taken in thirty (30)-minute increments. Paid hours of sick leave shall not be considered
44 as time worked for the purpose of computing overtime pay. Sick leave shall be used for
45 personal illness, doctor and dental appointment or when required under State or Federal
46 law.

- c. Employees requesting sick leave should notify the appropriate management personnel as soon as the need for such leave is needed but in no case less than thirty (30) minutes following the start of their scheduled shift.
- d. Unused sick leave will have no monetary value and is not payable at termination of employment.
- e. In the event of a change of contractors, the employee will carryover unused accrued sick leave credit to the successor contractor.

ARTICLE 14 – JURY DUTY

Section 1. An employee required to be absent from his/her employment to serve on a jury shall be paid his/her applicable rate of pay for all regular scheduled straight time hours for each day of jury services. Such absences shall be supported by a statement signed by the Clerk of Court certifying as to each day of jury duty.

Section 2. An employee who is subpoenaed to court as a witness and is not involved directly in the case shall receive all benefits and pay and operate under the same conditions as outlined in this Article. The employee must provide the Company with a copy of the subpoena.

ARTICLE 15 – ~~DEATH IN FAMILY~~ BEREAVEMENT LEAVE

Section 1. Employees shall receive three (3) paid days of bereavement leave, at the applicable rate of pay, when a death occurs in their immediate family. Immediate family is defined as parent, grandparent, spouse’s grandparents, spouse, child, **grandchild**, brother, sister, mother-in-law, father-in-law, step-parent, step-children, brother-in-law, sister-in-law. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician.

ARTICLE 16 – WAGES AND JOB CLASSIFICATION

Section 1. The following hourly rates of pay shall prevail during the term of this Agreement:

Job Classification	Current	11/6/2015	11/5/2016	11/4/2017	11/3/2018
Aircraft Mechanic I	\$30.81	\$31.66	\$32.45	\$33.10	\$34.09
Aircraft Mechanic II	\$32.36	\$33.25	\$34.08	\$34.76	\$35.80
Aircraft Mechanic III	\$33.97	\$34.90	\$35.77	\$36.49	\$37.58
Aircraft Worker	\$26.49	\$27.24	\$27.92	\$28.47	\$29.33
Armament Mechanic I	\$30.81	\$31.66	\$32.45	\$33.10	\$34.09
Armament Mechanic II	\$32.36	\$33.25	\$34.08	\$34.76	\$35.80
Environmental Specialist	\$32.36	\$33.25	\$34.08	\$34.76	\$35.80
Ground Support Equip. Mech.	\$30.81	\$31.66	\$32.45	\$33.10	\$34.09
Supply Tech	\$25.47	\$26.19	\$26.84	\$27.38	\$28.20
Tools and Parts Attendant	\$19.72	\$20.30	\$20.80	\$21.22	\$21.85
Electronic Maintenance Tech II	\$28.57	\$31.66	\$32.45	\$33.10	\$34.09
Electronic Maintenance Tech III	\$31.92	\$33.25	\$34.08	\$34.76	\$35.80
Aircraft Painter	\$27.65	\$28.42	\$29.13	\$29.71	\$30.61
Production Control Clerk	\$22.20	\$22.84	\$23.41	\$23.87	\$24.59
Computer Operator III	\$21.15	\$21.76	\$22.30	\$22.75	\$23.43
A/C Logs & Records Tech	\$22.84	\$23.49	\$24.08	\$24.56	\$25.30
A/C Life Support Equipment Mechanic I	\$30.81	\$31.66	\$32.45	\$33.10	\$34.09
A/C Life Support Equipment Mechanic II	\$32.36	\$33.25	\$34.08	\$34.76	\$35.80

Section 2. Special Assignment Differential. The Company determines the need and number of employees for special assignments. When the Company certifies an employee in writing, they shall be paid a premium **to include overtime** as follows:

Assignment	Current Differential
Work Center Lead	\$1.50 per hour
Shift Lead	\$.75 per hour
Qualified Plane Captain (AC Worker)	\$0.25 per hour
Certified Engine Operator – High	\$0.50 per hour
Certified Engine Operator – Low	\$0.50 per hour
Explosive Handler	\$0.25 per hour
Flight Deck Hazard Pay – Day	\$1.76 per hour
Flight Deck Hazard Pay (Night)	\$2.11 per hour
Boat Premium – Day	\$1.13 per hour
Boat Premium – Night	\$1.48 per hour

ARTICLE 17 - FIELD DUTY

3 **Section 1.** Employees sent to off-site locations beyond fifty (50) miles from the base and
4 required to stay overnight shall receive per diem for lodging and meals in advance. When travel
5 requires common carrier, all arrangements, including hotel and car rental, will be made through
6 the Company Travel Service and paid for by the Company. The cost of shipping tools and
7 equipment required for off-site work will be paid for by the Company. All travel shall be in
8 accordance with Company Policy and the Joint Travel Regulation (JTR). Employees authorized
9 by management to utilize their own vehicle for Company business shall receive the standard
10 mileage reimbursement per the JTR.

11 **Section 2.** In the event employees are deployed to OCONUS sites, additional compensation
12 shall be based on a review of State Department guidelines on potential hostile or dangerous
13 conditions and recommended to the government for approval.

14 **Section 3.** The full-time workforce shall be given the first right of refusal for all TDY work
15 assignments and overtime.

16 **Section 4.** While an employee is assigned to a TDY location, travel to that TDY location and
17 returning to his/her regular work station from such assignment, he/she shall be paid, at the
18 applicable working rate for all travel in accordance with the following. If traveling by Common
19 Carrier, the employee shall be allowed actual travel time from home to the destination worksite
20 or quarters. Upon return, the employee shall be allowed actual travel time from the worksite or
21 quarters to home. If the employee travels by personally owned vehicle (POV) or Company
22 provided vehicle, and the use of such conveyance is Company-directed, the actual time of travel
23 from departure to arrival at the worksite or quarters will be used for the travel time. For travel by
24 POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four
25 (24) hour period. Travel time is considered time worked for the purpose of computing overtime.

26 **Section 5.** Employees shall be reimbursed for transportation and travel expenses while on
27 travel status, excluding vacations and authorized leaves of absence without pay, in accordance
28 with the provisions of this Article.

29 **Section 6.** Employees on ship-based or shore-based TDY assignment will be assigned a
30 minimum eight (8)-hour work day. Flight operations onboard ship may require extended hours
31 up to and sometimes exceeding twelve (12) hours per shift.

32 Employees on TDY required to standby waiting for air transport to return home will be paid up to
33 eight (8) hours per normal workday during the waiting period. Standby time will be paid at the
34 straight time rate and will not be included in the calculation for computing overtime.

35 **Section 7.** When sending employees on TDY, the Company is obligated by their contract with
36 the customer to seek government provided housing first. Under these circumstances,
37 employees may be assigned double occupancy due to provided facilities. Once “no availability”

1 is determined for government provided housing, employees shall be afforded single occupancy
 2 rooms at a minimum, if available. If, for any reason, an employee determines assigned housing
 3 is inadequate he/she shall be afforded the right, with management approval, to relocate to other
 4 facilities, if available.

5 **Section 8.** Rental cars shall be distributed equally among employees on TDY detachment.
 6 Cars shall be assigned at a ratio of one (1) car for each **three (3) four (4)** employees.

7 **ARTICLE 18 – HEALTH AND WELFARE**

8 **Section 1. Group Medical, Vision & Dental Insurance**

9 The Company will, during the life of the Bargaining Agreement, maintain and contribute to the
 10 cost of health and welfare insurance for bargaining unit personnel. The offered group insurance
 11 plans may be modified from year-to-year for cost containment, improved coverage, legally
 12 required or carrier imposed changes. It is agreed that the Company and Union may agree to
 13 change vendors of health care, dental care, or life insurance during the life of this Agreement.
 14 Any such benefit change will provide comparable coverage/design as the incumbent plan.
 15 Should there be a significant change in the plan benefits or rise in the rates, the Company and
 16 Union will meet to resolve any resulting issues.

17 a) ~~Employee Health and Dental biweekly contributions are listed below.~~

Coverage	Employee		
	Health Biweekly	Dental Low Biweekly	Dental High Biweekly
Employee	\$58.00	\$3.50	\$6.00
Employee/Child	\$81.00	\$7.30	\$12.00
Employee/Spouse	\$106.00	\$6.60	\$11.00
Family	\$123.00	\$10.10	\$16.50

18 **Effective** The Company will provide the amounts listed below for each hour paid in a workweek,
 19 up to forty (40) hours, to be used by the employee to purchase health and welfare benefits
 20 **through December 31, 2015.** Any unused monies will remain with the employee.

	8/1/2015
Employee	\$2.20
Employee/Child(ren)	\$3.10
Employee/Spouse	\$4.30
Family	\$5.35

21 **Effective January 1, 2016, the Company and the employees will share the cost of health**
 22 **and dental on a seventy (70) percent/thirty (30) percent basis with the Company paying**
 23 **seventy (70) percent and the employee paying thirty (30) percent. Increases will be borne**
 24 **on the same percentage basis.**

Coverage	Biweekly Contributions Based on Current Rate (Subject to Change January 1, 2016)		
	Health	Dental High	Dental Low
Employee	\$66.26	\$4.36	\$2.86
Employee/Spouse	\$152.02	\$8.72	\$5.74
Employee/Child	\$92.65	\$9.59	\$6.30
Family	\$178.41	\$13.07	\$8.59

Note: Employee contributions in this chart are based on current premiums and for sample only. Rates are subject to change January 1, 2016.

Opt-Out Option: Effective January 1, 2016, employees may elect to waive health insurance coverage and elect to receive four dollars fifty cents (\$4.50) per hour for each hour paid up to forty (40) hours per week.

Section 2. Vision. Employees may opt to purchase the Company's optional vision benefit as provided in the Summary Plan Description.

Section 3. Life Insurance. The Company will provide Life and AD&D insurance to all employees at one times (1Xs) the employee's annual salary. **Employees may purchase optional life insurance, accidental death and dismemberment insurance (AD&D) and dependent life insurance, to the extent such coverage is available, by payroll deduction.** Proof of insurability and approval by the insurance carrier is required prior to purchasing any optional life insurance/AD&D and dependent life insurance.

Section 4. Short and Long Term Disability. The Company will provide Short-Term Disability to all employees as described in the Summary Plan Description. The STD insurance provides a benefit of \$300.00 per week, following a three day waiting period, for up to twenty-six (26) weeks. The Company will make available for employee purchase via payroll deduction optional long-term disability insurance (LTD) as defined in the Summary Plan Description for employees.

Section 5. All employees will be eligible to participate in the Company's Employee Assistance Program (EAP).

ARTICLE 19 – PENSION AND 401(k)

Section 1. The Employer shall contribute to the I.A.M. National Pension Plan, the amounts listed below for each hour paid up to a maximum of forty (40) hours per week.

	<u>Per Hour</u>
January 1, 2015	\$0.60
January 1, 2016	\$0.80
January 1, 2017	\$1.00
January 1, 2018	\$1.20
January 1, 2019	\$1.40

Section 2. Contributions for a new, part-time and full-time employee are payable commencing on the first day of work.

Section 3. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. 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 I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor Collective Bargaining Agreement fails to renew the provisions of this Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classification or categories of hours for which contributions are payable.

This Section contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

1 **Section 4.** Employees may contribute to the Company's 401(k) Plan via payroll deduction.
2 There will be no Company matching contributions.

3 **ARTICLE 20 – LEAVE OF ABSENCE**

4 **Section 1.** Limited unpaid personal leaves of absence may be granted by the Company upon
5 request of employees. Such leaves shall be not more than thirty (30) calendar days. Requests
6 for unpaid personal leave of absence must be made in writing and must receive approval by the
7 Company.

8 **Section 2.** Seniority shall continue to accumulate during the approved leave of absence. When
9 an employee has been granted a leave of absence for a specified period of time, it will be the
10 employee's responsibility to request an extension of such leave prior to expiration if additional
11 time is required. All such extensions must have prior Company approval.

12 **Section 3.** Leave of absence for legitimate personal health reasons supported by sufficient
13 medical verification will be granted to an employee for a period not to exceed ninety (90) days
14 and will be extended when supported by sufficient medical verification supplied by the employee
15 from a licensed physician. Leaves of absence for personal health reasons will not exceed twelve
16 (12) months.

17 For personal leaves of absence, the employee will pay the full cost of all benefit premiums they
18 elect to continue for up to four (4) months at which time an option to continue under COBRA will
19 be extended. For medical leaves of absence covered under FMLA, the employee will pay their
20 portion while the Company pays the Company portion of any premiums for up to twelve (12)
21 months. **If unable to return to work following twelve (12) months of absence, the**
22 **employee will be terminated and** ~~at which time~~ an option to continue under COBRA will be
23 extended.

24 **Section 4.** An employee on leave of absence for personal health reasons may return to work
25 prior to or at expiration of such leave upon the written release of a licensed physician provided
26 the employee is able to perform his/her assigned duties safely. Should the Company question
27 the employee's capability to perform the assigned duties safely, the Company may have the
28 employee examined by another physician, prior to returning the employee to work.

29 a. While on leave of absence for personal health reasons, the employee shall notify the
30 Company as to his/her potential of returning to work, except in those cases where the
31 employee's physician has provided an expected date of return.

32 b. An employee may be returned to restricted duty provided the Company is able to
33 accommodate said restrictions.

34 **Section 5.** Leaves of absence without pay for Union business not to exceed two (2) weeks, will
35 be granted to Bargaining Unit employees of the Company, who are elected or appointed by the
36 Union, to attend such functions as conferences, conventions, and Union educational courses,
37 provided at least five (5) work days advance notice is given in writing to the Company, if
38 possible to do so. However, not more than two (2) employees may be on such leave at any
39 time.

40 **Section 6.** Leaves of absence without pay in worker's compensation injury and legal
41 occupational disease cases will be granted automatically for up to a twelve (12)-month period of
42 legal temporary disability and seniority will accumulate for the full period of such leave.

43 **Section 7.** An employee who is called to and performs short term active duty of ten (10) work
44 days or less, including active duty training as a member of the United States Armed Forces
45 Reserves or National Guard, shall be paid the difference between the employee's military rate
46 and the employee's working rate of pay for a period of up to ten (10) scheduled working days
47 per calendar year. The employee must present a copy of the employee's order to the Company

1 as soon as they are received by the employee. Upon return from active short term duty, the
2 employee must present pay vouchers so that the calculation of the difference in pay may be
3 computed. The employee will be given a leave of absence for, and will accumulate seniority
4 during such period of service. Employees required to report for military training in excess of
5 thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with
6 the Uniformed Service Employment and Reemployment Rights Act. The parties to this
7 Agreement shall comply with current applicable state and federal legislation regarding military
8 service.

9 **Section 8.** When leaves of absence are granted, the employee, upon return to active
10 employment, will be returned to his/her classification based upon seniority and qualifications.

11 When an employee fails to return to work at the expiration of an approved leave of absence,
12 that employee may be disciplined, up to and including discharge, at the option of the Company.

13 **Section 9.** Any member of the Union elected or appointed to a full time Union position may,
14 upon written request by the Union, be granted a leave of absence for Union activities up to a
15 three (3)-year period and with the opportunity to request extensions. Employees on such leave
16 shall continue to accrue seniority. Not more than one (1) employee shall be on such leave at
17 any one time. If the employee's group insurance through the Company is to be continued, the
18 Union or the employee shall be required to pay the full monthly insurance premium.

19 When the activities for which such leaves of absence are granted shall cease, the Union shall
20 immediately notify the Company in writing, and if application is made therefore within fifteen (15)
21 days thereafter, such Union member will be given reemployment in a similar position, if same
22 still exists, or a comparable position in accordance with his/her qualifications and seniority
23 privileges, and applicable wage rate at the time of return to the active payroll.

24
25

ARTICLE 21 – NO STRIKES OR LOCKOUTS

26 The Union agrees that it shall not engage in, authorize or recognize any strikes, picketing or
27 other interruption of the Company's normal operations during the term of this Agreement; the
28 Company agrees that it shall not lock out the employees during the term of this Agreement.

29

ARTICLE 22 – NEUTRALITY

30 **Section 1.** The Company places a high value on the continuation and improvement of its
31 relationship with the Union, as well as with all of its employees. The Company also knows from
32 experience that when both parties are involved in an organizing campaign directed at
33 unrepresented Company employees, there is a risk that election conduct campaign activities
34 may have a harmful effect on the parties' relationship. Therefore, it is incumbent on both parties
35 to take the appropriate steps to insure that all facets of organizing campaigns will be conducted
36 in a constructive and positive manner which does not misrepresent to employees the facts and
37 circumstances surrounding their employment and in a manner which neither demeans the
38 Company or the Union as organizations nor their respective representatives as individuals.

39

ARTICLE 23 – BULLETIN BOARDS

40 The Company shall provide two (2) bulletin boards for the Union to post official Union
41 information for their membership. The boards shall be located in the following areas: one board
42 located in ~~Prowler hangar~~ Hangar 1 and one board located in the ~~Growler~~ Hangar 12.

43

ARTICLE 24 – COMPLETE AGREEMENT

44 The parties acknowledge that during the negotiations which resulted in this Agreement, each
45 had the unlimited right and opportunity to make demands and proposals with respect to any
46 subject or matter not removed by law from the area of collective bargaining, and that the

1 understanding and agreements arrived at by the parties after the exercises of that right and
2 opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement,
3 waive the right, and each agrees that the other shall not be obligated, except as otherwise
4 provided in this Agreement, to bargain collectively with respect to any subject of matter referred
5 to or covered in this Agreement. Further, the parties, for the life of this Agreement, waive the
6 right, and each agrees that the other shall not be obligated to bargain collectively with respect to
7 any subject or matter not specifically referred to or covered in this Agreement, even though such
8 subject or matter may not have been within the knowledge or contemplation of any of the parties
9 at the time this Agreement was negotiated or signed.

10 **ARTICLE 25 – SCOPE OF AGREEMENT**

11 Should the Company establish any new facilities that results in work or services presently
12 performed under this Agreement being transferred, the Company agrees to consult with the
13 Union and offer employees who are adversely affected job opportunities that may be available
14 at the new facilities.

15 This Agreement shall be binding upon the parties hereto, their successors, administrators,
16 executors, and assigns. On the sale, transfer or lease of any facility and/or equipment only the
17 specific provisions of this Agreement, including supplements or other conditions shall prevail.
18 The Company shall give notice of the existence of this Agreement to any purchase, transferor,
19 lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such
20 notices shall be in writing with a copy to the Union at the same time the seller, transfer, lessors
21 executes a contract of transaction as herein described.

22 **ARTICLE 26 – NON-DISCRIMINATION**

23 **Section 1.** The Company and the Union agree to observe all applicable Federal and State laws
24 regarding non-discrimination against any employee or applicant for employment because of
25 race, color, religious creed, national origin, disability, veteran status, age, ~~or~~ sex, **gender**
26 **identity/expression, sexual orientation or preference.**

27 **Section 2.** The Company agrees that it will not discriminate against any employee because of
28 his/her membership in the Union.

29 **ARTICLE 27 – GENERAL PROVISIONS**

30 **Section 1.** Early leave and administrative leave policy, to include Executive Orders, inclement
31 weather and other situations beyond the Company's control, for employees covered by this
32 Agreement shall be determined by the Facilities Commander of VAQ-129. If the base is closed
33 for any reason and employees are unable to work, each employee shall be reimbursed for time
34 missed if reimbursement is authorized by the Government Contracting Officer's Representative
35 (COR).

36 ~~Effective November 11, 2011,~~ Employees will be allowed to charge up to sixteen (16) hours of
37 administrative leave for Executive Orders, inclement weather and other situations beyond the
38 Company's control each year of this Agreement. For partial day base closing due to inclement
39 weather, employees must be at work immediately following delayed opening or immediately
40 prior to early closing to be eligible to change to administrative leave. For other than weather
41 closures, an employee currently on ~~vacation~~ PTO may elect to revise their ~~vacation~~ PTO to
42 administrative leave. **Effective November 6, 2015, Administrative Leave will cease.**
43 **Employees may utilize PTO for all base closures.**

44 **Section 2.** It is recognized that all employees are working on a government installation and are
45 subject to all regulations and rules of the installation. If any bargaining unit employee covered by
46 this Agreement is denied entry or permission to work on this installation, such employee shall be
47 laid off (out of seniority) until such time as entry is permitted. If entry or permission to work is

1 denied by the Installation Commander, for a period exceeding one hundred and eighty (180)
2 days, such employee may be subject to discharge, subject to extension by mutual agreement.

3 **Section 3 Part-Time Labor.** The parties agree that no full-time employee shall be laid off
4 during the term of this Agreement as a result of part-time workers employed by the Company.
5 No part-time employee shall work more than thirty-two (32) hours in any week. The ratio of
6 employees shall not exceed twenty-five (25) full-time to one (1) part-time employee.

7 **Section 4.** The Company shall furnish all tools and equipment necessary for the performance of
8 work.

9 ~~Section 5. Employees are provided steel toe shoes by the customer. Effective November 11,~~
10 ~~2011, for those employees not provided steel toe shoes by the customer and are required by~~
11 ~~the Company to wear them in the workplace, the Company will provide reimbursement up to fifty~~
12 ~~(\$50.00) dollars per year for the purchase of shoes. Employees must provide original receipts~~
13 ~~for reimbursements. Effective November 1, 2013, that amount will increase to seventy-five~~
14 ~~(\$75.00) dollars per year. Employees required to purchase Flight Deck boots for shipboard~~
15 ~~operations only will be reimbursed upon submitting a receipt.~~

16 **Section 6.** All production work in the facilities will be performed by employees covered by this
17 Agreement. Supervisors shall not perform any production work except in case of instruction and
18 emergencies.

19 **Section 7.** Work assignments shall be in accordance with established job descriptions. This
20 shall not restrict the right of the Company to alter work functions or to formulate new job
21 procedures and begin work thereon. The Company shall have the right to make work
22 assignments and require the employees to comply with such work assignments. This shall not
23 prevent the employees and/or Union from processing complaints or grievances arising from
24 alleged misassignments per the Steps listed in Article 9, Grievance Procedure and Arbitration of
25 the Collective Bargaining Agreement.

26 **ARTICLE 28 – TRAINING AND APPRENTICESHIP**

27 **Section 1.** The Company and the Union agree that it is mutually beneficial to both parties to
28 have a highly skilled and trained work force capable of performing work on current platforms as
29 well as any future new or changed work packages at NAS Whidbey. To that end, the parties will
30 meet on a quarterly basis to research and discuss joint education programs that prepare
31 employees for opportunities within the aerospace industry.

32 **ARTICLE 29 – JOINT SAFETY COMMITTEE**

33 The Union shall appoint two (2) members from the bargaining unit to serve on a joint safety
34 committee. This committee will be tasked with meeting a minimum one (1) time per quarter to
35 discuss and implement safety procedures and equipment. The Company shall provide OSHA-
36 compliant personal protective equipment (PPE) as required for use in performing work.

37 **ARTICLE 30 – MNPL**

38 The Company agrees during the term of this Agreement to deduct from the employee's wage
39 and turn over to the Treasurer of the Machinist's Non-Partisan Political League (MNPL)
40 contributions by any employee who desires to make such contributions to said MNPL and who
41 individually and voluntarily authorizes the Company in writing on an authorization form mutually
42 agreed to between the Company and the Union to make such deductions. All funds so deducted
43 shall be forwarded monthly to the Treasurer of the MNPL, as soon as reasonably possible after
44 the end of each month in which deductions are made accompanied by a record stating the
45 name of the employee, social security number and amount contributed and so deducted.

46 Such deductions shall be made in accordance with instructions on said authorization cards

1 which have been delivered by the Union to Human Resources.
2 Authorization(s) must be received by the Company no later than fourteen (14) days prior to the
3 end of the pay period in order for such voluntary contributions to be deducted from such pay
4 period. Contributions to be deducted as a result of authorizations not received fourteen (14)
5 calendar days prior to the end of the pay period will be started effective the following pay period.
6 Such deductions shall be made monthly from the employee's paycheck.
7 If an employee does not have sufficient earnings in any payroll period to cover such
8 contributions for the payroll period, the Company shall have no further responsibility for
9 collection of contributions for that payroll period.

10 **ARTICLE 31 – GUIDE DOGS OF AMERICA**

11 **Section 1 Contributions to Guide Dogs of America.** Upon receipt by the Company of a
12 signed voluntary authorization by an employee, on a form approved by the Company,
13 requesting that there be deductions made from his/her wages, in a monthly amount designated
14 by the employee, such deductions to be forwarded to the Union. Such authorization will remain
15 in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

16 **ARTICLE 32 – MACHINISTS CUSTOM CHOICES**

17 This Agreement acknowledges that URS has agreed to allow the Union to offer the Machinists
18 Custom Choices Worksite Benefits program to its members in the bargaining unit through their
19 designated representative. It is understood that all policyholder service will be provided by the
20 underwriter and that employees will be given an opportunity annually to spend up to fifteen (15)
21 minutes before and after hours with a representative on site. This service will begin as soon as
22 practicable. It is understood that the Company is not the plan sponsor and is not responsible for
23 plan administration, enrollment, or communication. However, the Company will allow payroll
24 deduction for any elected services.

25 **ARTICLE 33- DEFINITIONS**

26 **Common Carrier** – Commercial for-hire train, plane, subway, taxi, or limousine, as required by
27 the Company for TDY assignment.

28 **TDY** – Travel as assigned by the Company to another worksite, greater than fifty (50) miles
29 away from the employee's base site.

30 **Working Rate of Pay** – Employee's base hourly rate of pay plus any shift differentials and
31 special assignment differentials, excluding Boat Premium and Flight Deck Hazard Pay.

32 **Work Center Lead** – An employee that performs and inspects aircraft maintenance assigned by
33 the Company, on a permanent or temporary basis, to lead, direct, and train personnel
34 performing aviation maintenance and programs across multiple shifts.

35 **Shift Lead** – An employee that performs and inspects aircraft maintenance assigned by the
36 Company, on a permanent or temporary basis, to lead, direct, and train personnel performing
37 aviation maintenance and programs on a shift.

38 **Overtime Equalization Roster** – Rosters of employees for the purpose of equitably distributing
39 overtime. Such roster would include overtime hours worked and refused.

40 **Management - non bargaining unit members tasked with oversight of the government**
41 **contract.**

42 **ARTICLE 34 – DURATION**

43 Upon ratification, this Agreement will be in full force and effect **August 1, 2015, August 1,**

1 ~~2011~~, to and including **July 31, 2019**, ~~July 31, 2015~~, and will continue from year to year
2 thereafter unless written notice of desire to negotiate changes or revisions or terminate this
3 Agreement is served by either party upon the other at least sixty (60) days prior to the date of
4 expiration by certified mail.

5

1 In witness whereof the parties hereto have caused this Agreement to be executed by their
2 authorized representative.

3
4 **URS Federal Services, Inc.**

IAM&AW DL 751

5
6 _____
7 Lester W. Jordan, Director
8 Employee & Labor Relations

Jon Holden
District President & DBR

9
10 _____
11 Dean Widhalm, Director
12 Human Resources

Richard Jackson
Chief of Staff

13
14 _____
15 Scott Alley
16 Program Manager

Greg Ringelstetter
Neg. Committee Member

17
18 _____
19 Felix Estrada
20 Site Manager

Don Fabrao
Neg. Committee Member

21