

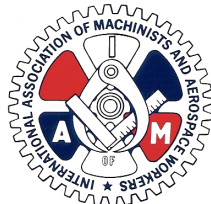
**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**



**URS FEDERAL SUPPORT SERVICES**

**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 through July 31, 2015**



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**PREAMBLE**

This Agreement is effective August 1, 2011 by and between URS, hereinafter referred to as the "Company", and District Lodge No. 751 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union" with respect to work performed at VAQ-129 CFT at NAS Whidbey, Oak Harbor, WA.

**ARTICLE 1 - INTENT AND PURPOSE**

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

**ARTICLE 2 – RECOGNITION AND BARGAINING UNIT**

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

**ARTICLE 3 – MANAGEMENT RIGHTS**

Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force; to establish, eliminate, change, or combine work schedules, and work assignments, which are not in conflict with the terms of this

1 Agreement; to transfer, promote or demote employees, or to lay off,  
2 terminate or otherwise relieve employees from duty for lack of work  
3 or other legitimate reasons; to make and enforce reasonable  
4 policies, procedures, and rules for the maintenance of discipline; to  
5 suspend, discharge or otherwise discipline employees for cause; and  
6 otherwise to take such measure as management may determine to  
7 be necessary to the orderly, efficient or economical operation of the  
8 business.

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

13 **ARTICLE 4 – SENIORITY**

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

20 a. It is understood that seniority, defined in Article 4, Section 1,  
21 shall govern in the filling of vacancies within job  
22 classifications. When vacancies occur in any job  
23 classification covered by the Agreement, the Company shall  
24 post notice of such vacancies for a period of five (5) work  
25 days. The Company will also notify those employees on  
26 detachment via the detachment lead for posting at that  
27 location. Said notice shall contain a list of qualifications that  
28 applicants must possess. The Company shall fill openings  
29 with the most senior qualified employee within the bargaining  
30 unit that has applied for the position through the Company's  
31 online electronic applicant tracking system prior to hiring  
32 outside applicants. Applicants that are on temporary duty  
33 (TDY) to which notice cannot be given shall be given five (5)  
34 additional work days upon return to apply for said posted  
35 position.

36 b. Job opening notices shall be posted on a board next to the  
37 Shop Steward bulletin boards.

38 **Section 2.** In cases of layoff, the employee with the least seniority in

1 the affected job classification shall be laid off first. Employees  
2 selected for layoff may elect to bump into lower rated classifications  
3 for which they're qualified to perform. The employee will inform the  
4 Company of his/her election to bump within five (5) business days  
5 following his/her notice of layoff. In recall back to work, the employee  
6 with the most seniority qualified to perform in the open job  
7 classification shall be recalled first.

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

17 **Section 4.** Notification of openings for recall shall be given by the  
18 Company by certified mail to the last mailing address furnished by  
19 the employee. A copy of such notice shall also be sent to the Union.  
20 In order to preserve their recall rights, employees must notify the  
21 Company of their intent to return to work within five (5) working days  
22 of receipt of delivery of the recall notice and must report to work  
23 within fifteen (15) working days after employee's receipt of the notice  
24 of recall. If the employee does not respond as required by this  
25 Section, the next senior employee may be recalled and the notified  
26 employee will be removed from the recall list. Nothing in this section  
27 will preclude the Company from making direct contact with the  
28 employee by phone and/or the employee returning as soon as  
29 possible. Specific return dates will be determined by the Company.

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

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

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

- 3 (a) Resignation.
- 4 (b) Discharge for just cause.
- 5 (c) Layoff in excess of eighteen (18) months.
- 6 (d) Failure to return to work at the expiration of a leave of  
7 absence.
- 8 (e) Failure to return to work within fifteen (15) working days after  
9 the receipt of the notice of being recalled from layoff unless  
10 excused by the Company.
- 11 (f) Job abandonment or voluntary quit.

12 **Section 8.** Each new employee shall serve a probation period of  
13 sixty (60) days. If during the sixty (60)-day period it is found that the  
14 new employee is not suitable for the job, his/her employment may be  
15 terminated at the Company's sole discretion, without recourse.

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

17 **Section 1. Union Payroll Deduction.** It is agreed between the  
18 Company and the Union that any employee in the bargaining unit  
19 defined in Article 2 of this Agreement, who is or may hereafter  
20 become a member of the Union, or pays an agency fee, may  
21 authorize the collection of Union dues or agency fees by the signing  
22 of a payroll deduction form. The employee's authorization shall be  
23 irrevocable for a period of one (1) year from the date they are signed  
24 or until this Agreement expires whichever occurs sooner, irrespective  
25 of their membership status in the Union.

- 26 (a) This authorization and assignment shall continue in full force  
27 and effect for yearly periods beyond the irrevocable period set  
28 forth above, and such subsequent yearly period shall be  
29 similarly irrevocable unless revoked within ten (10) calendar  
30 days but not less than three (3) days prior to the date of  
31 termination of any irrevocable period hereof. Such revocation  
32 shall be affected by written notice to the Company, and a copy  
33 sent by certified mail, return receipt requested, to the Union  
34 within such ten (10) day period.

- 1 (b) Collection of any back dues or agency fees owed at the time of  
2 starting deductions for any employee and collection of dues or  
3 agency fees missed because the employee's earnings were  
4 not sufficient to cover the payment of dues for a particular pay  
5 period will be the responsibility of the Union and will not be the  
6 subject of payroll deductions.
- 7 (c) As allowed by law, all employees in the bargaining unit must,  
8 as a condition of continued employment, be either a member  
9 of the Union and pay Union dues or pay an agency fee to the  
10 Union, but not both.
- 11 (d) As allowed by law, all employees within the bargaining unit on  
12 the effective date of this Agreement who are not Union  
13 members must, as a condition of continued employment, pay  
14 to the Union while on the active payroll, an agency fee equal in  
15 amount to monthly membership dues, beginning with the  
16 month following the month in which they accumulate thirty (30)  
17 days' continuous service in the bargaining unit since their last  
18 date of hire or rehire. Employees entering the bargaining unit  
19 or employees who are rehired with seniority or transferred with  
20 seniority into the bargaining unit after the effective date of this  
21 Agreement who do not become Union members, or having  
22 become but do not remain Union members, must, as a  
23 condition of employment, while on the active payroll, pay such  
24 fee to the Union commencing the month following the month in  
25 which they accumulate thirty (30) days' continuous service in  
26 the bargaining unit if such entry is prior to the fifteenth (15th)  
27 day of that month or commencing with the month following the  
28 month of such entry into the bargaining unit if such entry is on  
29 or after the fifteenth (15th) day of that month.
- 30 (e) As allowed by law, employees who are Union members on the  
31 effective date of the Agreement shall continue to pay  
32 membership dues to the Union as a condition of continued  
33 employment while in the bargaining unit and on the active  
34 payroll as long as they remain members of the Union;  
35 employees within the bargaining unit who after the effective  
36 date of this Agreement become members of the Union shall  
37 pay, while on the active payroll, an original initiation fee and  
38 membership dues to the Union, as a condition of continued  
39 employment while in the bargaining unit and while remaining a  
40 Union member; provided that in no event shall the initiation fee



1 and membership dues exceed the amount specified in the  
2 Constitution and/or by-laws of the Union.

3 (f) Any employee required to pay an agency fee, membership  
4 dues, or initiation or reinstatement fee as a condition of  
5 continued employment who fails to tender the agency fee or  
6 initiation, reinstatement, or periodic dues uniformly required,  
7 shall be notified in writing of the employee's delinquency. A  
8 copy of such communication shall be mailed to the Company  
9 not later than fifteen (15) days prior to such request that the  
10 Company take final action to terminate employment for failure  
11 to satisfy obligation.

12 (g) Deduction of membership dues or agency fees shall be made  
13 in a flat sum provided there is a balance in the paycheck  
14 sufficient to cover the amount after all other deductions  
15 authorized by the employee or required by law have been  
16 satisfied. In the event of termination of employment, the  
17 obligation of the Company to collect dues or agency fees shall  
18 not extend beyond the pay period in which the employee's last  
19 day of work occurs.

20 (h) The Company shall issue all Union payments such as Union  
21 dues, Initiation Fees, Political Action Contributions, etc. via  
22 electronic funds transfer process only (Direct Deposit). The  
23 Union shall ensure the Company has been provided with a  
24 valid Bank Account and Routing number to set up the process.  
25 It will be the responsibility of the Union to submit all changes in  
26 Bank information to the Company immediately.

27 (i) The Company shall issue all reports distributed to the Union  
28 electronically. Accounts will be established for a focal  
29 designated by the Union. It will be the responsibility of the  
30 Union to submit all changes in focals to the Company.

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

1                   **ARTICLE 6 – UNION REPRESENTATIVE ACCESS**

2   **Section 1.       Business Representatives/Grand Lodge**  
3 **Representative - Access to Site.**     The Business  
4 Representative/Grand Lodge Representative of the Union shall have  
5 access to the Company facilities where bargaining unit employees  
6 are normally assigned during working hours for the purpose of  
7 conducting legitimate Union Business pertaining to this Agreement  
8 including, but not limited to, the investigation and advising in the  
9 handling of grievances, and will not interfere with the normal conduct  
10 of the Company's operation. The Company will not impose  
11 regulations which will render the intent of this provision ineffective.  
12 The Union shall keep the Company Manager of Human Resources  
13 currently informed in writing of the name of the accredited Business  
14 Representative/Grand Lodge Representative. The necessary badges  
15 and credentials will be given to the Business Representative/Grand  
16 Lodge Representative. All Union representatives shall be subject to  
17 customer's rules and regulations while on site.

18                   **ARTICLE 7 – SHOP STEWARDS**

19 **Section 1.** The Company recognizes the right of the Union to  
20 designate Shop Stewards and Alternates from the Company's  
21 seniority list. The number of Shop Stewards shall be a number  
22 required by the Union to assure employees in the unit ready access  
23 to a Shop Steward in their assigned work location. It is agreed this  
24 objective can be achieved with not more than eight (8) Shop  
25 Stewards unless modified by mutual agreement. The authority of the  
26 Shop Stewards and Alternates so designated by the Union shall  
27 include the following duties and activities:

- 28     a. The investigation and presentation of grievances to the  
29     Company or the designated Company representative in  
30     accordance with these provisions:
- 31         1. To consult with an employee regarding a question  
32         concerning this Agreement, complaint, or grievance for  
33         which the employee desires a Shop Steward to be  
34         present.
  - 35         2. To investigate a complaint or grievance before  
36         presentation to the appropriate Management personnel.
  - 37         3. To present a question concerning this Agreement,  
38         complaint or grievance to an employee's immediate

1 Manager in an attempt to settle the matter for the  
2 employee or group of employees who may be similarly  
3 affected.

4 4. To meet with the appropriate Site Manager or other  
5 designated representative of the Company when  
6 necessary to adjust grievances in accordance with the  
7 grievance procedure of this Agreement.

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

12 1. been reduced to writing, or

13 2. if not reduced to writing, are of routine nature and do not  
14 involve work stoppages, slowdowns, refusals to handle  
15 goods, or any other interference with the Company's  
16 business.

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

30 **ARTICLE 8 - DISCHARGE AND DISCIPLINE**

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

36 **Section 2.** In all cases of dismissal or suspension for just cause, the  
37 Site Supervisor will notify the Shop Steward and meet with him/her.

1 Consistent with appropriate policies and procedures, the Site  
2 Supervisor will advise the Shop Steward of the reason the action is  
3 being taken. The Site Supervisor or the Shop Steward may request  
4 to have the employee(s) present at the meeting, whenever practical.  
5 The Shop Steward will be given time to meet with the employee prior  
6 to meeting the Site Supervisor. The Site Supervisor shall notify the  
7 assigned Shop Steward of all dismissals or suspensions.

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

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

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

34 **Step 1.** The employee involved shall first confer with his/her Site  
35 Supervisor in order to amicably settle the matter, provided the  
36 Steward has been given an opportunity to be present. Any and  
37 all grievances shall be handled during normal working hours  
38 without any unnecessary interruption of work. If the dispute is not  
39 resolved amicably then the Shop Steward may reduce the

1 grievance to writing. Within five (5) work days after receipt of  
2 grievance the Site Supervisor shall submit a written answer to  
3 the affected employee and Shop Steward. The Union Business  
4 Representative may act on behalf of an aggrieved employee.

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

15 **Step 3.** The Union's Business Representative may submit,  
16 within twenty (20) work days following the Company's Step 2  
17 answer, written notice to the Company Human Resources  
18 Director of its intent to arbitrate. The Union will request the  
19 Federal Mediation and Conciliation Service to submit an  
20 arbitration panel of seven (7) names to each party. The Union  
21 and the Company shall alternately strike one name from such list  
22 (the Company and Union shall alternate which party shall make  
23 the first strike, Company to make initial strike) until only one  
24 name remains and that person shall be the arbitrator. The  
25 Parties will notify the Arbitrator of their selection and will  
26 coordinate schedules between the Company, Arbitrator and  
27 Union. The cost of the Arbitrator will be shared equally among  
28 the parties. The Company and the Union will continue to attempt  
29 to resolve the grievance prior to arbitration.

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

37 **Section 3.** The parties may file post-hearing briefs. The Arbitrator  
38 shall render his/her decision within thirty (30) days of the close of the  
39 hearing or receipt of the briefs. The Arbitrator's decision shall be in

1 writing. The award shall be delivered or mailed to each party. The  
2 decision of the Arbitrator shall be final and binding on all parties.

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

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

## 12 **ARTICLE 10 – HOURS OF WORK AND OVERTIME**

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

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

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

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

31 **Section 4.** A shift differential premium shall be paid to employees  
32 assigned to working mid, weekend or night shifts at applicable hourly  
33 rates of pay, plus a shift differential of thirty-five cents (\$0.35) per  
34 hour for all hours paid. Effective November 1, 2011, the amount for  
35 shift differential will increase to fifty (\$0.50) cents per hour for all  
36 hours paid. Effective November 1, 2012, the amount for shift  
37 differential will increase to sixty-five (\$0.65) cents per hour for all

1 hours paid. Effective November 1, 2013, the amount for shift  
2 differential will increase to eighty (\$.80) cents per hour for all hours  
3 paid.

4 **Section 5.** Effective November 1, 2011, an employee who is  
5 scheduled and reports for work at the regularly scheduled time and is  
6 then sent home at no fault of their own and due to no availability of  
7 work or site shutdown, shall be paid a minimum of four (4) hours pay  
8 at the employee's applicable working rate of pay.

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

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

20 In the event any employee is required to work beyond an eight (8)  
21 hour work day, the affected employee will receive an additional paid  
22 fifteen (15)-minute break prior to commencing additional work and  
23 following each two (2)-hour period of additional work.

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

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

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

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

31 Weekend Shift – Beginning between the hours of 4:00 a.m. and  
32 9:00 a.m.

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

35 The Company will provide a minimum of twenty-four (24) hours'  
36 notification for overtime of known work requirements when possible.

1 Overtime will be offered on a voluntary basis to employees qualified  
2 to perform the work. If unable to find a volunteer for overtime or if  
3 there is an excess of volunteers for work available, then overtime  
4 shall be directed utilizing the overtime equalization roster(s).

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

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

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

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

21 **ARTICLE 11 - HOLIDAYS**

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

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



1

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Veteran's Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

2 **Section 3.** Any employee required to work on any of the above  
3 holidays will be paid for all hours worked at one and one-half (1 ½)  
4 times his/her applicable working rate of pay plus holiday pay. Under  
5 no circumstances may an employee use more than ten (10) holidays  
6 in any calendar year. Holidays may not be carried over from one  
7 year to the next.

8 **Section 4.** Any additional holiday designated by Federal  
9 Government mandate or Presidential Executive Order that is  
10 observed by VAQ-129 will be observed in addition to the above as  
11 determined by operational requirements. Employees will not be paid  
12 holiday pay during these occasions but will be allowed to use their  
13 vacation leave or work additional hours during the pay week to make  
14 up for the lost hours.

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

20 **ARTICLE 12 – VACATIONS**

21 **Section 1.** Each employee covered hereby shall vest vacation as  
22 follows:

23 For vacation purposes, all employees will be entitled to paid vacation  
24 which will be based upon years of service under the URS contract, or  
25 any predecessor contractors, whichever is earlier, and each  
26 anniversary date thereafter shall be the reference point for vacation.  
27 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

1 **Section 2.** Vacation taken by the employee is deducted from the  
2 employee's unused vacation until such vacation is exhausted.

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

5 Employees, who are terminated from employment, are laid off, or  
6 who voluntarily terminate employment, are eligible to receive pay in  
7 lieu of vacation for all earned, unused vacation.

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

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

20 a. Vacation may only be scheduled on the employee's regularly  
21 scheduled work days and may be scheduled for periods of  
22 thirty (30)-minute increments or more. Vacation may be  
23 taken while on an approved leave of absence.

24 b. Employee's request for vacation leave must be approved by  
25 the Site Supervisor, or his/her designee(s) before such leave  
26 is taken. Employees failing to secure such approval, who  
27 subsequently fail to report to work as scheduled, without a  
28 reasonable excuse, may be subject to appropriate  
29 disciplinary action for unexcused absence.

30 **Section 5.** It is understood and agreed that employees transferring  
31 to the Contract after the date of ratification of the Agreement shall  
32 retain their original date of hire with the Company for the purpose of  
33 vacation.

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

37 **Section 6.** Paid hours of vacation shall be considered as time

1 worked for the purpose of computing overtime pay.

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

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

## 10 **ARTICLE 13 – SICK LEAVE**

11 Effective November 1, 2011, full time employees will accrue forty  
12 (40) hours per year (1.53 hours biweekly). Unused sick leave will be  
13 cumulative and carry over from year to year. Employees will begin  
14 accruing and may utilize sick leave following their sixty (60)-day  
15 probationary period.

16 a. The Company may require employees to obtain a  
17 physician's statement verifying their inability to perform their  
18 duties and/or their ability to return to work, after three (3)  
19 days of absence.

20 b. Sick leave pay will be paid at the applicable working rate of  
21 pay. Sick leave may be taken in thirty (30)-minute  
22 increments. Paid hours of sick leave shall not be considered  
23 as time worked for the purpose of computing overtime pay.  
24 Sick leave shall be used for personal illness, doctor and  
25 dental appointment or when required under State or Federal  
26 law.

27 c. Employees requesting sick leave should notify the  
28 appropriate management personnel as soon as the need for  
29 such leave is needed but in no case less than thirty (30)  
30 minutes following the start of their scheduled shift.

31 d. Unused sick leave will have no monetary value and is not  
32 payable at termination of employment.

33 e. In the event of a change of contractors, the employee will  
34 carryover unused accrued sick leave credit to the successor  
35 contractor.

1 **ARTICLE 14 – JURY DUTY**

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

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

12 **ARTICLE 15 – DEATH IN FAMILY**

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

21 **ARTICLE 16 – WAGES AND JOB CLASSIFICATION**

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

Job Classification	Current	11/11/11	11/9/12	11/8/13	11/8/14
Aircraft Mechanic I	\$26.85	\$27.66	\$28.62	\$29.63	\$30.81
Aircraft Mechanic II	\$28.20	\$29.05	\$30.06	\$31.11	\$32.36
Aircraft Mechanic III	\$29.60	\$30.49	\$31.56	\$32.66	\$33.97
Aircraft Worker	\$20.18	\$21.82	\$23.61	\$25.48	\$26.49
Armament Mechanic I	\$26.85	\$27.66	\$28.62	\$29.63	\$30.81
Armament Mechanic II	\$28.20	\$29.05	\$30.06	\$31.11	\$32.36
Environmental Specialist	\$28.20	\$29.05	\$30.06	\$31.11	\$32.36
Ground Support Equip. Mech.	\$26.85	\$27.66	\$28.62	\$29.63	\$30.81
Supply Tech	\$22.20	\$22.87	\$23.67	\$24.49	\$25.47
Tools and Parts Attendant	\$14.28	\$15.74	\$17.32	\$18.97	\$19.72
Electronic Maint. Tech II	\$21.99	\$23.68	\$25.54	\$27.47	\$28.57
Electronic Maint. Tech III	\$24.91	\$26.69	\$28.66	\$30.69	\$31.92
Aircraft Painter	\$21.19	\$22.86	\$24.69	\$26.59	\$27.65
Production Control Clerk	\$19.35	\$19.93	\$20.63	\$21.35	\$22.20
Computer Operator III	\$18.43	\$18.98	\$19.65	\$20.33	\$21.15

24

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

Assignment	Differential	
	Current	11/11/2011
Work Center Lead	N/A	\$1.00 per hour
Shift Lead	N/A	\$0.50 per hour
Qualified Plane Captain	N/A	\$0.25 per hour
Certified Engine Operator – High	N/A	\$0.50 per hour
Certified Engine Operator – Low	N/A	\$0.50 per hour
Explosive Handler	N/A	\$0.25 per hour
Flight Deck Hazard Pay – Day	\$1.76	\$1.76 per hour
Flight Deck Hazard Pay (Night)	\$2.11	\$2.11 per hour
Boat Premium – Day	\$1.13	\$1.13 per hour
Boat Premium – Night	\$1.48	\$1.48 per hour

5 **ARTICLE 17 - FIELD DUTY**

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

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

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

23 **Section 4.** While an employee is assigned to a TDY location, travel  
 24 to that TDY location and returning to his/her regular work station  
 25 from such assignment, he/she shall be paid, at the applicable  
 26 working rate for all travel in accordance with the following. If traveling  
 27 by Common Carrier, the employee shall be allowed actual travel time  
 28 from home to the destination worksite or quarters. Upon return, the

1 employee shall be allowed actual travel time from the worksite or  
2 quarters to home. If the employee travels by personally owned  
3 vehicle (POV) or Company provided vehicle, and the use of such  
4 conveyance is Company-directed, the actual time of travel from  
5 departure to arrival at the worksite or quarters will be used for the  
6 travel time. For travel by POV or Company provided vehicle, travel  
7 shall not exceed twelve (12) hours in a twenty-four (24) hour period.  
8 Travel time is considered time worked for the purpose of computing  
9 overtime.

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

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

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

23 **Section 7.** When sending employees TDY, the Company is  
24 obligated by their contract with the customer to seek government  
25 provided housing first. Under these circumstances, employees may  
26 be assigned double occupancy due to provided facilities. Once “no  
27 availability” is determined for government provided housing,  
28 employees shall be afforded single occupancy rooms at a minimum,  
29 if available. If, for any reason, an employee determines assigned  
30 housing is inadequate he/she shall be afforded the right, with  
31 management approval, to relocate to other facilities, if available.

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

35 **ARTICLE 18 – HEALTH AND WELFARE**

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

37 The Company will, during the life of the Bargaining Agreement,  
38 maintain and contribute to the cost of health and welfare insurance

1 for bargaining unit personnel. The offered group insurance plans  
 2 may be modified from year-to-year for cost containment, improved  
 3 coverage, legally required or carrier imposed changes. It is agreed  
 4 that the Company and Union may agree to change vendors of health  
 5 care, dental care, or life insurance during the life of this Agreement.  
 6 Any such benefit change will provide comparable coverage/design  
 7 as the incumbent plan. Should there be a significant change in the  
 8 plan benefits or rise in the rates, the Company and Union will meet to  
 9 resolve any resulting issues.

10 a) Employee Health and Dental biweekly contributions are  
 11 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

12 b) Effective November 11, 2011, the Company will provide the  
 13 hourly amounts listed below for each hour paid in a  
 14 workweek (up to 40 hours) to be used by the employee to  
 15 purchase health and welfare benefits. Any unused monies  
 16 will remain with the employee.

	11/11/11	11/9/12	11/8/13	11/8/14
Employee	\$1.75	\$1.90	\$2.05	\$2.20
Employee/Child(ren)	\$2.50	\$2.70	\$2.90	\$3.10
Employee/Spouse	\$3.50	\$3.75	\$4.00	\$4.30
Family	\$4.25	\$4.60	\$4.95	\$5.35

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

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

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

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

11 **ARTICLE 19 – PENSION AND 401(k)**

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

	<u>Per Hour</u>
January 1, 2012	\$0.25
November 9, 2012	\$0.35
November 8, 2013	\$0.45
November 8, 2014	\$0.55

15 **Section 2.** Contributions for a new, part-time and full-time employee  
16 are payable commencing on the first day of work.  
17

18 **Section 3.** The I.A.M. Lodge and Employer adopt and agree to be  
19 bound by, and hereby assent to, the Trust Agreement, dated May 1,  
20 1960, as amended, creating the I.A.M. National Pension Fund and  
21 the Plan rules adopted by the Trustees of the I.A.M. National  
22 Pension Fund in establishing and administering the foregoing Plan  
23 pursuant to the said Trust Agreement, as currently in effect and as  
24 the Trust and Plan may be amended from time to time.

25 The parties acknowledge that the Trustees of the I.A.M. National  
26 Pension Fund may terminate the participation of the employees and  
27 the Employer in the Plan if the successor Collective Bargaining  
28 Agreement fails to renew the provisions of this Article or reduces the  
29 Contribution Rate. The parties may increase the Contribution Rate  
30 and/or add job classification or categories of hours for which  
31 contributions are payable.

32 This Section contains the entire agreement between the parties  
33 regarding pensions and retirement under this Plan and any contrary



1 provision in this Agreement shall be void. No oral or written  
2 modification of this Agreement shall be binding upon the Trustees of  
3 the I.A.M. National Pension Fund. No grievance procedure,  
4 settlement or arbitration decision with respect to the obligation to  
5 contribute shall be binding upon the Trustees of the said Pension  
6 Fund.

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

10 **ARTICLE 20 – LEAVE OF ABSENCE**

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

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

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

28 For personal leaves of absence, the employee will pay the full cost of  
29 all benefit premiums they elect to continue for up to four (4) months  
30 at which time an option to continue under COBRA will be extended.  
31 For medical leaves of absence covered under FMLA, the employee  
32 will pay their portion while the Company pays the Company portion  
33 of any premiums for up to twelve (12) months at which time an option  
34 to continue under COBRA will be extended.

35 **Section 4.** An employee on leave of absence for personal health  
36 reasons may return to work prior to or at expiration of such leave  
37 upon the written release of a licensed physician provided the  
38 employee is able to perform his/her assigned duties safely. Should

1 the Company question the employee's capability to perform the  
2 assigned duties safely, the Company may have the employee  
3 examined by another physician, prior to returning the employee to  
4 work.

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

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

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

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

25 **Section 7.** An employee who is called to and performs short term  
26 active duty of ten (10) work days or less, including active duty  
27 training as a member of the United States Armed Forces Reserves  
28 or National Guard, shall be paid the difference between the  
29 employee's military rate and the employee's working rate of pay for a  
30 period of up to ten (10) scheduled working days per calendar year.  
31 The employee must present a copy of the employee's order to the  
32 Company as soon as they are received by the employee. Upon  
33 return from active short term duty, the employee must present pay  
34 vouchers so that the calculation of the difference in pay may be  
35 computed. The employee will be given a leave of absence for, and  
36 will accumulate seniority during such period of service. Employees  
37 required to report for military training in excess of thirty (30)  
38 consecutive days or those called to active duty shall be reinstated in  
39 accordance with the Uniformed Service Employment and

1 Reemployment Rights Act. The parties to this Agreement shall  
2 comply with current applicable state and federal legislation regarding  
3 military service.

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

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

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

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

26  
27

**ARTICLE 21 – NO STRIKES OR LOCKOUTS**

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

33

**ARTICLE 22 – NEUTRALITY**

34 **Section 1.** The Company places a high value on the continuation  
35 and improvement of its relationship with the Union, as well as with all  
36 of its employees. The Company also knows from experience that  
37 when both parties are involved in an organizing campaign directed at

1 unrepresented Company employees, there is a risk that election  
2 conduct campaign activities may have a harmful effect on the parties'  
3 relationship. Therefore, it is incumbent on both parties to take the  
4 appropriate steps to insure that all facets of organizing campaigns  
5 will be conducted in a constructive and positive manner which does  
6 not misrepresent to employees the facts and circumstances  
7 surrounding their employment and in a manner which neither  
8 demeans the Company or the Union as organizations nor their  
9 respective representatives as individuals.

10 **ARTICLE 23 – BULLETIN BOARDS**

11 The Company shall provide two (2) bulletin boards for the Union to  
12 post official Union information for their membership. The boards  
13 shall be located in the following areas; one board located in the  
14 Prowler hangar and one board located in the Growler hangar.

15 **ARTICLE 24 – COMPLETE AGREEMENT**

16 The parties acknowledge that during the negotiations which resulted  
17 in this Agreement, each had the unlimited right and opportunity to  
18 make demands and proposals with respect to any subject or matter  
19 not removed by law from the area of collective bargaining, and that  
20 the understanding and agreements arrived at by the parties after the  
21 exercises of that right and opportunity are set forth in this  
22 Agreement. Therefore, the parties, for the life of this Agreement,  
23 waive the right, and each agrees that the other shall not be  
24 obligated, except as otherwise provided in this Agreement, to  
25 bargain collectively with respect to any subject of matter referred to  
26 or covered in this Agreement. Further, the parties, for the life of this  
27 Agreement, waive the right, and each agrees that the other shall not  
28 be obligated to bargain collectively with respect to any subject or  
29 matter not specifically referred to or covered in this Agreement, even  
30 though such subject or matter may not have been within the  
31 knowledge or contemplation of any of the parties at the time this  
32 Agreement was negotiated or signed.

33 **ARTICLE 25 – SCOPE OF AGREEMENT**

34 Should the Company establish any new facilities that results in work  
35 or services presently performed under this Agreement being  
36 transferred, the Company agrees to consult with the Union and offer  
37 employees who are adversely affected job opportunities that may be

1 available at the new facilities.

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

12 **ARTICLE 26 – NON-DISCRIMINATION**

13 **Section 1.** The Company and the Union agree to observe all  
14 applicable Federal and State laws regarding non-discrimination  
15 against any employee or applicant for employment because of race,  
16 color, religious creed, national origin, disability, veteran status, age  
17 or sex.

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

20 **ARTICLE 27 – GENERAL PROVISIONS**

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

29 Effective November 11, 2011, employees will be allowed to charge  
30 up to sixteen (16) hours of administrative leave for Executive Orders,  
31 inclement weather and other situations beyond the Company's  
32 control each year of this Agreement. For partial day base closing  
33 due to inclement weather, employees must be at work immediately  
34 following delayed opening or immediately prior to early closing to be  
35 eligible to change to administrative leave. For other than weather  
36 closures, an employee currently on vacation may elect to revise their  
37 vacation to administrative leave.

1 **Section 2.** It is recognized that all employees are working on a  
2 government installation and are subject to all regulations and rules of  
3 the installation. If any bargaining unit employee covered by this  
4 Agreement is denied entry or permission to work on this installation,  
5 such employee shall be laid off (out of seniority) until such time as  
6 entry is permitted. If entry or permission to work is denied by the  
7 Installation Commander, for a period exceeding one hundred and  
8 eighty (180) days, such employee may be subject to discharge,  
9 subject to extension by mutual agreement.

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

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

18 **Section 5.** Employees are provided steel toe shoes by the customer.  
19 Effective November 11, 2011, for those employees not provided  
20 steel toe shoes by the customer and are required by the Company to  
21 wear them in the workplace, the Company will provide  
22 reimbursement up to fifty (\$50.00) dollars per year for the purchase  
23 of shoes. Employees must provide original receipts for  
24 reimbursements. Effective November 1, 2013, that amount will  
25 increase to seventy-five (\$75.00) dollars per year.

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

29 **Section 7.** Work assignments shall be in accordance with  
30 established job descriptions. This shall not restrict the right of the  
31 Company to alter work functions or to formulate new job procedures  
32 and begin work thereon. The Company shall have the right to make  
33 work assignments and require the employees to comply with such  
34 work assignments. This shall not prevent the employees and/or  
35 Union from processing complaints or grievances arising from alleged  
36 misassignments per the Steps listed in Article 9, Grievance  
37 Procedure and Arbitration of the Collective Bargaining Agreement.

1                   **ARTICLE 28 – TRAINING AND APPRENTICESHIP**

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

9                   **ARTICLE 29 – JOINT SAFETY COMMITTEE**

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

16                   **ARTICLE 30 – MNPL**

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

29 Such deductions shall be made in accordance with instructions on  
30 said authorization cards which have been delivered by the Union to  
31 Human Resources.

32 Authorization(s) must be received by the Company no later than  
33 fourteen (14) days prior to the end of the pay period in order for such  
34 voluntary contributions to be deducted from such pay period.  
35 Contributions to be deducted as a result of authorizations not  
36 received fourteen (14) calendar days prior to the end of the pay  
37 period will be started effective the following pay period.

1 Such deductions shall be made monthly from the employee's  
2 paycheck.

3 If an employee does not have sufficient earnings in any payroll  
4 period to cover such contributions for the payroll period, the  
5 Company shall have no further responsibility for collection of  
6 contributions for that payroll period.

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

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

15 **ARTICLE 32 – MACHINISTS CUSTOM CHOICES**

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

27 **ARTICLE 33- DEFINITIONS**

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

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

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

35 **Work Center Lead** – An employee that performs and inspects



1 aircraft maintenance assigned by the Company, on a permanent or  
2 temporary basis, to lead, direct, and train personnel performing  
3 aviation maintenance and programs across multiple shifts.

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

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

11 **ARTICLE 34 – DURATION**

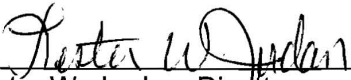
12 Upon ratification, this Agreement will be in full force and effect  
13 August 1, 2011, to and including July 31, 2015 and will continue from  
14 year to year thereafter unless written notice of desire to negotiate  
15 changes or revisions or terminate this Agreement is served by either  
16 party upon the other at least sixty (60) days prior to the date of  
17 expiration by certified mail.

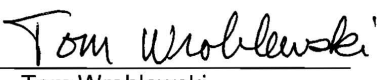
18 In witness whereof the parties hereto have caused this Agreement to  
19 be executed by their authorized representative.

1 **URS Federal Support Services**

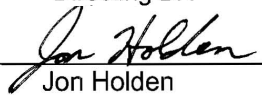
**IAM&AW DL 751**

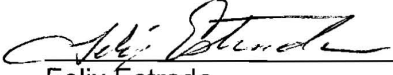
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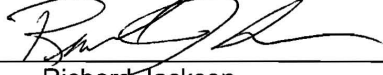
  
Lester W. Jordan, Director  
Employee & Labor Relations

  
Tom Wroblewski  
District President and  
Directing BR

  
Dean Widhalm, Director  
Human Resources

  
Jon Holden  
Business Representative

  
Felix Estrada  
Site Manager

  
Richard Jackson  
Business Representative

  
Don Fabrad  
Negotiating Committee Mbr

  
Greg Ringelstetter  
Negotiating Committee Mbr