

AGREEMENT BETWEEN

AAI Corporation

and the

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



DISTRICT LODGE 751

and its

**LOCAL LODGE 751-C
(C-17 Program)
Joint Base Lewis-McChord**

Effective:

November 30, 2011

through

October 1, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PARTIES AND PREAMBLE	2
2	RECOGNITION	2
3	DEFINITIONS	3
4	MANAGEMENT RIGHTS	3
5	UNION BUSINESS	3
6	GRIEVANCE PROCEDURE	6
7	DISCIPLINE AND DISCHARGE	9
8	SENIORITY	9
9	HOURS OF WORK AND OVERTIME	11
10	LEAVE OF ABSENCE	13
11	DRUG FREE WORKPLACE/HEALTH EXAMINATIONS	14
12	NON-DISCRIMINATION/NON-HARASSMENT	15
13	TRANSFER OF TITLE	15
14	NO STRIKES OR LOCKOUTS	15
15	BULLETIN BOARD	16
16	SAFETY	17
17	JURY AND WITNESS DUTY	17
18	SHORT-TERM MILITARY DUTY	18
19	WAGES	18
20	GROUP BENEFITS & RETIREMENT	20
21	VACATION	21
22	PERSONAL TIME OFF	22
23	HOLIDAYS	23
24	MISCELLANEOUS	24
25	NEW TECHNOLOGY	25
26	LEGALITY/STABILITY OF AGREEMENT	26
27	COMPLETE AGREEMENT	26
28	DURATION	26
	SIGNATURES	28
	ATTACHMENT A	29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

**ARTICLE 1
PARTIES AND PREAMBLE**

This Collective Bargaining Agreement is made and entered into as of November 30, 2011, by and between AAI, (hereinafter referred to as the "Employer") with a facility located at Joint Base Lewis-McChord (JBLM), WA, and District Lodge 751, Local Lodge 751-C, International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the "Union").

The Employer and the Union agree to cooperate with one another in an effort to serve the needs and conditions specific to operations of the JBLM facility, students and everyone who works at the JBLM facility, to assure efficient operations, and to meet the highest standards possible in the service provided. This Preamble shall not be subject to the Grievance and Arbitration provisions of this Agreement.

**ARTICLE 2
RECOGNITION**

Section 2.1. The Employer recognizes District Lodge 751, Local Lodge 751-C, International Association of Machinists and Aerospace Workers, AFL-CIO as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees employed by AAI under the C-17 Training System Program under the AAI and US Air Force Prime Contract Number FA8621-11-D-6261 and its successor contracts and included in the bargaining unit described herein.

INCLUDED: All regular full-time and regular part-time Simulator Maintenance Technicians employed by the employer at its Joint Base Lewis-McChord, WA facility as per the RC number 19-RC-15179.

EXCLUDED: All office clerical employees, administrative assistants, confidential employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees of the Employer, including those employees on other contracts other than those identified above.

Section 2.2. The term "employee" as used in this Agreement shall mean employees in the unit set forth in Section 2.1 for whom the Union is the certified collective bargaining representative.

1 **ARTICLE 3**
2 **DEFINITIONS**

3 **Section 3.1. Employment Status.**

4 **(a) Regular Full-Time Employees**

5 A "regular fulltime employee" is an employee in the bargaining unit who is
6 regularly scheduled to work forty (40) hours per week.

7 **(b) Regular Part-Time Employees**

8 A "regular part-time employee" is an employee in the bargaining unit who
9 is regularly scheduled to work fewer than forty (40) hours per week but
10 more than twenty (20) hour per week

11 **(b) No Automatic Conversion**

12 There is no automatic conversion from one employment status to another.

13 **ARTICLE 4**
14 **MANAGEMENT RIGHTS**

15 **Section 4.1.** The management of the Employer and the direction of the work
16 force is vested exclusively in the Employer subject to the terms of this
17 Agreement. All matters not specifically and expressly covered or treated by the
18 language of this Agreement may be administered for its duration by the Employer
19 in accordance with such policy or procedure as the Employer from time to time
20 may determine. The Employer does have the right to subcontract work and
21 designate the work to be performed by the Employee and the places where it is
22 to be performed, which right shall not be subject to arbitration. The Employer
23 agrees that no bargaining unit employees will be laid off as a direct result of
24 subcontracting bargaining unit work. Future work that is added to the site may be
25 subcontracted to small business to meet the Prime Contractors' small business
26 requirement as mandated by customer.

27 **ARTICLE 5**
28 **UNION BUSINESS**

29 **Section 5.1. Union Security.** All employees within the bargaining unit defined
30 in Article 2 shall become members of the Union within thirty-one (31) days
31 following the execution of this Agreement, and shall thereafter maintain their
32 membership in good standing in the Union during the life of this Agreement, as a
33 condition of continued employment.

34 **Section 5.2. Satisfaction of Obligation.** Employees who, under Section 5.1 of
35 this Article 5, are required either to become members of the Union or maintain
36 membership in good standing in the Union may satisfy that obligation by
37 periodically tendering to the Union an amount equal to the Union's regular and
38 usual monthly dues.

39 **Section 5.3. Union Payroll Deduction.** It is agreed between the Employer and
40 the Union that any employee in the bargaining unit defined in Article 1 of this
41 Agreement, who is or may hereafter become a member of the Union, or pays an

1 agency fee, may authorize the collection of Union dues or agency fees by the
2 signing of a payroll deduction form. The employee's authorization shall be
3 irrevocable for a period of one (1) year from the date they are signed or until this
4 Agreement expires whichever occurs sooner, irrespective of their membership
5 status in the Union.

6 **5.3(a)** Deduction of membership dues or agency fees shall be made in a flat
7 sum provided there is a balance in the paycheck sufficient to cover the
8 amount after all other deductions authorized by the employee and will be
9 forwarded to the Secretary-Treasurer of IAM&AW District Lodge 751 by the
10 10th of the following month.

11 **5.3(b)** The Employer shall issue all Union payments for Union dues and
12 Initiation Fees via check or electronic transfer of funds.

13 **Section 5.4. Indemnity.** The Union will indemnify and hold the Employer
14 harmless from and against any and all claims, demands, charges, complaints, or
15 suits instituted against the Employer which are based on or arise out of any
16 action taken by the Employer in accordance with or arising out of the foregoing
17 provisions of this Article 5.

18 **Section 5.5. Failure to Satisfy Obligation.** In the event an employee, who as
19 a condition of continued employment, is required under this Article 5 to become a
20 member of the Union, or maintain his/her membership in good standing therein,
21 but in any such case does not do so, the Union will notify the Employer in writing,
22 through the Human Resources, or through such other office as may be
23 designated by the Employer, of such employee's delinquency. The Employer
24 agrees to advise such employee that his/her employment status with the
25 Employer is in jeopardy and that his/her failure to meet his/her obligation under
26 this Article 5 within thirty-one (31) days will result in his/her termination of
27 employment.

28 **Section 5.6. Explanation to Employees.** Either the Employer or the Union
29 may explain to any employee or call to his/her attention his/her rights and
30 obligations under any or all provisions of this Article.

31 **Section 5.7. Shop Stewards.** The Union may select not to exceed, except by
32 mutual agreement, one (1) employee as Shop Steward. The Union shall keep
33 the Director of Human Resources, or designee, currently informed in writing of
34 the names of the accredited Shop Stewards. The Employer shall not be required
35 to recognize any employee as a Shop Steward, unless the Union has informed
36 the Employer, in writing, of the employee's name and designation as a Shop
37 Steward. This Section shall not apply when designated Shop Stewards are off on
38 vacation, illness, or on Employer or Union business away from the site,
39 whereupon only verbal notification will be necessary to indicate the affected Shop
40 Steward's replacement. An employee while serving as a Shop Steward shall not
41 be subject to layoff, transferred or loaned from his/her job classification so long
42 as other employees remain in his/her job classification and on the shift he/she is
43 designated Shop Steward.

1 **Section 5.8. Shop Steward Representation.** The appropriate Shop Steward
2 may be present to discuss a grievance submitted to the Employer at a grievance
3 meeting held pursuant to the grievance procedure set forth in Article 6. The
4 appropriate Shop Steward may be present if requested by the employee at an
5 investigatory meeting conducted by the Employer, which could result in the
6 discipline or discharge of an employee, provided that such employee has
7 requested Shop Steward representation.

8 **Section 5.9. Investigating Complaints or Claims of Grievance.** Each
9 respective Shop Steward shall investigate complaints or claims of grievance on
10 the part of employees or the Union to include contacting the business
11 representative in regard to such claim or grievance. The appropriate supervisor
12 may be present during any discussion relating to any complaint or grievance.
13 However, upon the request of an employee or Shop Steward, the supervisor
14 shall authorize a Shop Steward to participate in a private discussion with an
15 employee, business representative, or his/her designee, relating to a complaint
16 or grievance. A Shop Steward shall not be compensated by the Employer while
17 performing duties on behalf of the Union and shall perform such duties only
18 during time when he or she is not scheduled to work for the Employer.

19 **Section 5.10. Business Representatives Access to Plant.** Representatives
20 of the Union may only enter the Employer's premises as follows:

21 **5.10(a)** Authorized Union representatives may enter the Employer's premises
22 for the purpose of attending scheduled meetings, including attending
23 grievance hearings, with members of management.

24 **5.10(b)** The Union representatives shall give advance notice the previous day
25 to the Site Manager to enter the premises. Entry to work areas is not
26 permitted without advance approval by the Site Manager. The right of entry
27 shall at all times be subject to the Employer's rules, customer restrictions, and
28 security restrictions applicable to non-employees. The Union representative
29 shall not interfere with Employer operations.

30 **Section 5.11. Employer and Employee Discussions.** Nothing in this
31 Agreement is intended to abridge the right of a supervisor to privately discuss
32 with any employee under his or her supervision topics pertinent to the work
33 place, including but not limited to, the employee's job performance as described
34 in Article 24, Section 24.6.

35 **Section 5.12. Joint Meetings.** Should either party desire to discuss with the
36 other any matter affecting generally the relationship of the parties, a meeting of
37 Union and Management representatives shall be arranged upon request of either
38 party. Such meeting shall take place at a time mutually convenient to both
39 parties. Any use of Employer time for attendance at such meetings shall be
40 arranged in advance by mutual agreement. This Section is intended to provide a
41 free avenue of communication between the Union and the Employer, and
42 suggestions, complaints, or other matters may be presented by either party,
43 provided that neither party shall be required to discuss any item brought up by

1 the other party nor be bound to act upon any item presented. However, both
2 parties agree to discuss informal grievances and complaints.

3 **ARTICLE 6**
4 **GRIEVANCE PROCEDURE**

5 **Section 6.1.** For the purpose of this Agreement, a grievance is defined as any
6 complaint or dispute arising out of the interpretation or application of a specific
7 Article and Section of this Agreement during the term of this Agreement or
8 extensions thereof as to events or incidents arising only at Joint Base Lewis-
9 McChord. No grievance as defined above shall be considered under the
10 grievance procedure unless it is presented as provided below.

11 **Section 6.2.** A grievance may be filed by an employee, the Union, and or the
12 Employer. If the Union files the grievance, the adversely affected employee(s)
13 shall be identified.

14 **Section 6.3.** Nothing in this Agreement shall prevent an employee from
15 resolving any problem consistent with this Agreement with or without the
16 presence of a Union representative.

17 **Section 6.4.** A grievance as defined in Section 6.1, shall be considered in
18 accordance with the following grievance procedure except that no grievance shall
19 be considered which has not been presented at and in accordance with Step
20 One of this Grievance Procedure within ten (10) days after the occurrence of the
21 facts or circumstances constituting the grievance arose or when the Union, the
22 employee or the Employer first became aware, or should have become aware, of
23 the circumstances giving rise to the grievance.

24 **Step One.** Any employee covered by this Agreement, and the appropriate
25 Shop Steward shall present his or her grievance to the Maintenance
26 Manager. To be timely and properly filed a grievance must be presented in
27 writing within ten (10) days after the occurrence of the facts or circumstances
28 constituting the grievance arose. The grievance document shall clearly
29 indicate that the matter is a grievance and shall identify the Article(s) and
30 Section(s) of the Agreement at issue, and shall be on the appropriate
31 grievance form. The Maintenance Manager will hold a meeting within ten (10)
32 days after receiving the grievance consisting of the Shop Steward and/or the
33 affected employee. The Maintenance Manager shall give a written response
34 to the Shop Steward within ten (10) days after the meeting was held. If the
35 grievance is not resolved at Step One, the Shop Steward shall forward the
36 grievance to the Union Business Representative.

37 **Step Two.** If the grievance is not resolved at Step One, the grievance shall be
38 presented by the Business Representative to the Program Manager within ten
39 (10) days after the Employer's Step One representative has responded to the
40 grievance or the date on which the response is due. Within ten (10) days of
41 the filing of the grievance with the Program Manager, the Program Manager
42 may conduct a meeting, which may be attended by the Business
43 Representative, the Shop Steward and the affected employee. Within ten (10)

1 days after the meeting is held or after the grievance was received if no
2 meeting is held, the Employer shall notify the Business Representative of its
3 decision in writing.

4 **Step Three.** If agreement is not reached at Step Two with the Program
5 Manager, Director of Human Resources, or designee, shall consider the
6 grievance on presentation by the employee-grievant and the Union
7 representative or the Union representative in the manner set forth in Step
8 Two.

9 **Step Four.** If settlement is not reached in Step Three, the Union or the
10 Employer shall, within ten (10) days after Step Three, forward the grievance
11 for binding arbitration with and pursuant to the rules of the Federal Mediation
12 and Conciliation Service ("FMCS") with a copy of such demand to the other
13 party. The jurisdiction of the arbitrator shall not exceed those subjects and
14 remedies identified herein at Article 6 in the Step One grievance document.

15 **Section 6.5.** If the Employer raises an issue of procedural arbitrability at any
16 time, a separate hearing shall be scheduled for the Arbitrator to consider that
17 issue only, unless otherwise mutually agreed in writing two (2) hearing dates will
18 be scheduled unless otherwise mutually agreed in writing by the parties. The
19 hearing on arbitrability shall be conducted according to the FMCS' rules on
20 expedited arbitration. If the arbitrator determines that the grievance is not
21 arbitrable, the grievance shall be denied and it shall not be processed any
22 further, nor shall any cancellation fees be incurred by either party. If the Arbitrator
23 determines that the grievance is arbitrable, a hearing shall be held for the
24 Arbitrator to consider the merits of the grievance. If the Employer raises an issue
25 of substantive arbitrability, processing of the grievance shall be stayed unless
26 and until a court determines that the grievance is arbitrable.

27 **Section 6.6.**

28 **6.6(a)** The Arbitrator shall not have the power to add to, subtract from, or
29 modify any of the terms of this Agreement. The Arbitrator shall have the
30 authority only to decide disputes concerning the interpretation or application
31 of the specific Section(s) and Article(s) of the Agreement listed in the Step
32 Two grievance document to the facts of the particular grievance presented to
33 him or her and shall be without authority to decide matters specifically
34 excluded or not included in this Agreement. The Arbitrator shall have no
35 power to engage in any form of interest arbitration. The Arbitrator may not
36 issue any award, which provides any monetary remedy which includes any
37 time before ten (10) days before the grievance was filed.

38 **6.6(b)** Should the Union want employees to be witnesses at any arbitration
39 hearing, the Union will be responsible for any lost pay incurred by the
40 employee. The Employer may stagger the release of employees so as to not
41 interfere with operations.

42 **6.6(c)** No Shop Steward or grievant will be paid for time spent preparing for or
43 attending any arbitration hearing. The Shop Steward and employee will be

1 granted reasonable time off without pay to attend such a hearing with as
2 much advance notice of the meeting or hearing as is reasonably possible.

3 **6.6(d)** The award of the Arbitrator shall be final and binding upon the parties
4 to the extent provided by law.

5 **6.6(e)** The Arbitrator's decision and award shall be issued to the parties within
6 thirty (30) days of the close of the arbitration hearing.

7 **6.6(f)** The cost of the arbitration, which shall include the fees and expenses of
8 the Arbitrator, shall be borne by the losing party. No party shall pay any fees
9 owed to the other party's own representatives and/or wages to the other
10 party's witnesses for time lost.

11 **6.6(g)** It is expressly agreed by and between the parties that should the
12 Union, its officers, representatives, agents, members or employees covered
13 by this Agreement engage in any action in violation of Article 14 No
14 Strikes/No Lockouts, the Employer shall not be required or in any way be
15 obligated to comply with Article 6 Grievance Procedure until such time as the
16 unlawful actions cease.

17 **6.6(h)** Grievances of the same nature involving multiple employees will be
18 consolidated and considered as one grievance. Conversely, in the absence of
19 mutual consent of the parties, an Arbitrator may not be presented with or rule
20 upon more than one grievance.

21 **6.6(i)** It is the desire of the parties to settle grievances at the lowest possible
22 level. Therefore, all steps shall be required before a grievance can proceed to
23 arbitration unless the Parties agree otherwise in writing.

24 **Section 6.7.** Failure of an employee or the Union to meet any deadline at any
25 step of this grievance procedure shall constitute a waiver of the grievance and no
26 further action may be taken on it. Time is of the essence, but any time limits in
27 this Article can be waived by the written mutual agreement of the parties. Failure
28 of the Employer to meet any deadline at any step of this grievance procedure
29 shall automatically move the grievance to the next step.

30 **Section 6.8.** Terminated employees disputing the grounds of their termination
31 will be required to file their grievances in the initial instance at Step Two.

32 **Section 6.9.** A grievance initiated by the Employer shall be discussed with the
33 designated Business Representative and may thereafter be submitted to
34 mediation by the Employer within ten (10) days. The demand for arbitration shall
35 be in writing and a copy sent to the Union Business Representative.

36 **Section 6.10.** A waiver of the time limitations by either the Employer or the
37 Union in one or more instances shall not be considered by an arbitrator in
38 determining arbitrability when raised by the Employer.

39 **Section 6.11.** For purposes of computing time under any of the provisions of this
40 Article, "days" shall mean working days, excluding weekend days and holidays.

1
2

**ARTICLE 7
DISCIPLINE AND DISCHARGE**

3 **Section 7.1.** Employee discipline prior to termination generally will be in the form
4 of a verbal warning, a written warning, and a final written warning which may or
5 may not include a suspension. However, depending on the nature of the incident,
6 nothing herein should be construed as requiring the Employer to utilize all or any
7 steps of progressive discipline in any given situation.

8 **Section 7.2.** The Employer may discipline and discharge non-probationary
9 employees for just cause. Just cause for discipline or discharge shall include, but
10 not be limited to, all of the offenses listed in the Employer's reasonable Work
11 Rules. Just cause for discipline or discharge also may include any reason in
12 addition to the reasons listed in the Work Rules.

13 **Section 7.3.** The Employer will make reasonable efforts to notify the Shop
14 Steward about the discharge or discipline prior to the discharge or discipline. In
15 no event shall this reasonable effort to notify the Shop Steward delay imposition
16 of the discharge or discipline.

17
18

**ARTICLE 8
SENIORITY**

19 **Section 8.1.** All employees at the JBLM site have seniority defined as his/her
20 length of service to include the whole span of continuous service with the present
21 contractor or successor, wherever employed, and with the predecessor
22 contractors in the performance of similar work at the same federal facility.
23 Employees with breaks in service are credited with seniority for their time worked
24 with the Employer. All benefits, vacation, and administrative actions will
25 recognize the longevity and/or accrued benefits. Attachment A sets forth a list of
26 all persons employed at the JBLM facility, showing their job position, seniority
27 date, and vacation accrual Attachment A shall be used together with future
28 service to determine seniority of persons currently employed in or transferred to
29 the bargaining unit on or after February 1, 2012.

30 The Employer will consider hiring Simulator Maintenance Technicians from other
31 contractors performing similar work at the same facility when filling open
32 positions, and, if hired will retain their established site seniority date held with the
33 previous contractor. These employees will not be subject to the probationary
34 period in Section 8.1(a). The benefit service date for these employees will be the
35 date of hire with the Employer. For employees hired after ratification of this
36 Agreement by other contractors, and subsequently hired by the employer, their
37 site seniority and benefit service dates will be their date of hire with the
38 Employer.

39 **8.1(a) Probationary Employees.** For the first one hundred and eighty (180)
40 days of employment, employees shall be considered as on probation and
41 without seniority. However, if a probationary employee is laid off and rehired
42 within a period of time not in excess of the time he/she had previously spent

1 as a probationary employee, he/she will be credited with the time previously
2 worked toward the completion of his/her probationary period.

3 During such one hundred and eighty (180) day period, probationary
4 employees may be laid off or terminated at the discretion of the Employer.
5 Such layoffs or terminations during the probationary period shall not be
6 subject to the grievance and arbitration procedure.

7 **Section 8.2. Layoffs.** The necessity for layoffs or other reductions of staff shall
8 be in the sole discretion of the Employer, including the number of employees to
9 be laid off and the job classification, which will be affected. Regular Part-time
10 employees within a classification shall be laid off first based upon seniority,
11 provided ability to perform the available work is considered equal in the opinion
12 of the Employer. Full-time employees within a classification shall be the next to
13 be laid off based upon seniority, provided ability to perform the available work is
14 considered equal in the opinion of the Employer. Seniority of employees
15 transferred to the JBLM bargaining unit after the date of ratification of this
16 Agreement shall not exceed, for bumping and layoff purposes, seniority of
17 employees listed in Attachment 1. In lieu of layoff of full-time employees, the
18 Employer may reduce the workday or work week for all employees within a
19 particular classification to not less than thirty-two (32) hours per week for a period
20 not to exceed two (2) months. If a further decrease is necessary, the layoff
21 provisions will be implemented. The Union will be notified forty-eight (48) hours in
22 advance of any planned reduction. In lieu of layoff or for other business reasons,
23 the Employer may also assign an employee to perform any task or work in
24 another job classification on a temporary basis. Employees shall continue to
25 receive their regular rate of pay for any such temporary assignment.

26 **Section 8.3. Recall.** Whenever a vacancy occurs in a job classification,
27 employees who are on layoff shall be recalled in the reverse order in which they
28 were laid off, i.e., the last employee laid off in the job classification shall be the
29 one first recalled, provided ability to perform the available work is considered
30 equal in the opinion of the Employer.

31 **Section 8.4. Accumulation of Seniority.** Seniority shall accumulate to:

32 **8.4(a)** Employees who are on the active payroll of the Employer and in the
33 bargaining unit defined in Article 1 of this Agreement:

34 **8.4(b)** Employees while on active military service and reinstated in
35 compliance with applicable law;

36 **8.4(c)** Time spent on authorized leave of absence for Union business in
37 accordance with this Agreement;

38 **8.4(d)** Time lost by reason of industrial injury, or industrial illness not to
39 exceed the time limits on layoff statute provided in paragraph 8.4(g);

40 **8.4(e)** Time-spent on authorized leave of absence granted because of
41 pregnancy or to cover periods of non-industrial injury or illness, not to exceed
42 twelve (12) months during any such period;

- 1 **8.4(f)** The first thirty (30) days of any other authorized leave of absence;
- 2 **8.4(g)** Employees on layoff for a period of time equal to his or her seniority up
- 3 to two (2) years.

4 **Section 8.5. Loss of Seniority.** An individual shall lose seniority rights for the
5 following reasons:

- 6 **8.5(a)** The bargaining unit employee quits, resigns or retires;
- 7 **8.5(b)** Discharge for cause;
- 8 **8.5(c)** The bargaining unit employee fails to report for work within ten (10)
- 9 working days, or fails to notify the Human Resources Representative within
- 10 three (3) working days of his or her intention to return to work after notice of
- 11 recall from layoff;
- 12 **8.5(d)** Failure to keep the Employer advised of any changes in current mailing
- 13 address. The Employer will fulfill its obligation for notice of recall by mailing a
- 14 certified notice to the employee's last address of record;
- 15 **8.5(e)** The bargaining unit employee is on layoff for a period of time equal to
- 16 his or her seniority or two (2) years, whichever is greater.
- 17 **8.5(f)** The bargaining unit employee fails to report for work at the expiration of
- 18 a leave of absence granted by the employer for any reason.
- 19 **8.5(g)** The bargaining unit employee is absent from work for three (3) or more
- 20 consecutive working days without notifying the Employer or without adequate
- 21 reason if he or she does notify the Employer.

22 **Section 8.6. Transfers To and From the Bargaining Unit.**

- 23 **8.6(a)** The Employer may transfer or promote employees covered by this
- 24 Agreement to supervisory positions.
- 25 **8.6(b)** Individuals returning to the bargaining unit will utilize their Employer
- 26 service date to establish their level of benefits only. Otherwise, their
- 27 bargaining unit seniority will establish their position for layoffs.

28 **ARTICLE 9**
29 **HOURS OF WORK AND OVERTIME**

30 **Section 9.1.** The normal payroll week is the period from Monday at 0001 hours
31 through the following Sunday at 2400 hours consisting of no less than forty (40)
32 hours for "Full-Time" employees which would normally consist of two (2)
33 consecutive days of rest during said workweek. The normal workweek is
34 designated as starting on Sunday and terminating on Saturday. The normal
35 workday for employees is designated as the consecutive twenty-four (24)-hour
36 period starting at 4 a.m. each day. The bi-weekly payroll period is a fourteen
37 (14)-day period commencing on Monday at 0001 hours running through the
38 second Sunday at 2400 hours.

39 **Section 9.2.** Each employee will be assigned to a shift with designated times for
40 beginning and ending. The normal shift begins Monday and ends Friday.

1 **Section 9.3.** Determination of starting time, hours of work, lunch periods, and
2 days of rest, will be made by the Employer and such schedules may be changed
3 from time to time to suit varying conditions of business. This Section is not
4 subject to Article 6 Grievance Procedure.

5 **Section 9.4.** The Employer will provide a minimum of one (1) week notice to
6 change one's shift. However, employees will not be scheduled to work within
7 twelve (12) hours of their previously scheduled work period without their
8 concurrence.

9 **Section 9.5.** Employees may be required to work Saturdays or Sundays, or any
10 other day of the week.

11 **Section 9.6.** Employees may be required to work holidays and on his or her
12 day(s) off.

13 **Section 9.7.** The Employer may require employees to work overtime.

14 **Section 9.8.** No employee may work overtime without the prior approval of his
15 or her supervisor.

16 **Section 9.9.** An employee who is unable to report for work at his or her
17 scheduled start time must notify his or her immediate supervisor at least one (1)
18 hour before his or her regularly scheduled start time. If the absence exceeds one
19 (1) day, the employee must contact his or her immediate supervisor each day at
20 least one (1) hour before his or her regularly scheduled start time.

21 **Section 9.10.** If an employee is required by the Employer to attend a meeting,
22 which is held during his or her off-duty hours, the employee will be paid for the
23 time spent in attendance in accordance with Article 19.

24 **Section 9.11.** Employees shall be paid for time worked computed to the nearest
25 one-tenth hour.

26 **Section 9.12.** The Employer will attempt to meet its overtime requirements on a
27 voluntary basis among the employees who normally perform the work on a
28 straight time basis. In the event there are insufficient volunteers to meet the
29 requirement, the supervisor may designate and require the necessary number of
30 employees to work the overtime, and a reasonable effort will be made to equalize
31 overtime between employees within a work group, such work groups to be
32 determined by the Employer.

33 **Section 9.13.** Time worked within an assigned shift period shall be
34 compensated at straight time rates. Overtime rate of pay shall be compensated
35 at the rate of time and one half (1.5) after forty (40) hours of actual work.
36 Overtime can be requested with twenty-four (24)-hour notice. Employees
37 required to work on the seventh (7th) consecutive day of their scheduled shift will
38 be paid double time for the seventh (7th) day.

39 **Section 9.14.** Regular full time employees shall have first preference for work
40 schedules, shift assignments, and requests for time off over regular part-time
41 employees. Individual employees on military leave who are available to work

1 shall only be assigned to work after schedules for full time employees are
2 assigned.

3 **Section 9.15.** Employees working thirty-two (32) hours or more per week over a
4 continuous three (3)-month period will be considered “Full Time Employees.” It is
5 not the intent of the Employer to manipulate this Section in order to avoid
6 promotion to full-time status.

7 **ARTICLE 10**
8 **LEAVE OF ABSENCE**

9 **Section 10.1. Authorized Leaves of Absence.** A leave of absence shall be
10 granted to an employee on the active payroll for the instances listed below with
11 the exception of 10.1(f). Requests for leaves of absence must be made in writing
12 to the Employer and specify the reason for the absence.

13 **10.1(a)** In case of accident or illness, for the period of time the injury or
14 illness requires that the employee be absent from work. The Employer may
15 require satisfactory proof of such injury or illness.

16 **10.1(b)** In pregnancy cases, upon request of the employee or at such time as
17 leave shall be mandatory under any applicable law.

18 **10.1(c)** For the period of time necessary to serve in the Armed Forces of the
19 United States.

20 **10.1(d)** When he/she is appointed by the President or Directing
21 Representative of the Union representing the particular unit, or selected to a
22 full-time Union position, for the period of time necessary to fill such position.

23 **10.1(e)** The Employer may grant leaves of absence without pay for other
24 reasons that the Employer considers valid. Should the request for Leave of
25 Absence be rejected by the Employer, the reason will be discussed with the
26 employee.

27 **10.1(f)** A personal leave of absence for up to thirty (30) days may be granted
28 for compelling reasons subject to management approval.

29 **Section 10.2. Return from Leave of Absence.** An employee who applies for
30 return from leave of absence on or before the expiration date of his/her leave,
31 and is able to perform the essential functions of the job, will be returned in
32 accordance with the following:

33 **10.2(a)** When an employee returns from a leave of absence that was granted
34 due to industrial injury or industrial illness and is medically able to perform the
35 job which was last held;

36 **10.2(a)(1)** The employee will be returned to that job if this does not conflict
37 with Article 8 Section 8.2 and Section 8.3,

38 **10.2(a)(2)** If this does conflict with Article 8 Section 8.2 and Section 8.3,
39 the employee will be considered for any job that he/she is qualified and
40 able to perform, or (if a layoff occurred that would have affected him

1 during such leave) be subjected to layoff procedures with Article 8 Section
2 8.2 and Section 8.3.

3 **10.2(b)** When an employee returns from a leave of absence described in
4 Paragraph 10.2(a) and is not able to perform the job last held due to medical
5 limitation, he/she will be considered for any job that he/she is qualified and
6 able to perform, or if a surplus occurred that would have affected him/her
7 during such leave, be subjected to layoff procedures, all in accordance with
8 Article 8 Section 8.2 and Section 8.3.

9 **10.2(c)** When an employee returns from a leave of absence that was granted
10 due to non-industrial injury or illness, and the period of the leave has not
11 exceeded one (1) year, and the employee is able to perform the job last held,
12 the steps and procedures of subparagraphs 10.2(a)(1) and 10.2(a)(2),
13 limitation will apply.

14 **10.2(d)** When an employee returns from a leave of absence described in
15 paragraph 10.2(c) and is medically not able to perform the job which he/she
16 last held due to medical limitation, he/she will be considered for any job which
17 he/she is qualified and able to perform; otherwise, he/she may be placed on
18 layoff, in accordance with Article 8 Section 8.2 and Section 8.3.

19 **10.2(e)** If leave was granted due to non-industrial injury or illness and the
20 period of leave is in excess of one (1) year, the employee may be returned to
21 the job title classification last held providing there is an opening in such job
22 title and placement in such opening is not inconsistent with Article 8 Section
23 8.2 and Section 8.3; otherwise, he/she may be placed on layoff.

24 **10.2(f)** If leave was granted for military service, the provisions of applicable
25 laws shall apply.

26 **10.2(g)** If leave, irrespective of length, was granted for any reason other than
27 those stated in paragraphs 10.1(a) to 10.1(f) inclusive, the employee will be
28 returned to the job title last held providing there is an opening in such job title
29 and placement in such opening is not inconsistent with Article 8 Section 8.2
30 and Section 8.3; otherwise, the employee may be placed on layoff.

31 **10.2(h)** If leave was granted to accept a full-time position with the Union, the
32 employee will be returned to the job last held if such job is then populated. If
33 such job is not then populated, the employee will be returned to one of equal
34 grade

35 **ARTICLE 11**
36 **DRUG FREE WORKPLACE /HEALTH EXAMINATIONS**

37 **Section 11.1.** The Employer has the existing right to require employees to
38 submit to health examinations in the following circumstances: for any workplace
39 health issue, such as workplace injury or as may be required by the contracting
40 authority.

41 **Section 11.2.** The Employer has the existing right to require employees to
42 submit to a drug and/or alcohol screening if reasonable suspicion exists that an

1 employee is using or under the influence of drugs and/or alcohol. If the Employer
2 has reasonable suspicion that an employee is using or under the influence of
3 drugs and/or alcohol the employee may be sent to an immediate care facility for
4 testing during the employees shift or during the off shift. Refusal to submit to the
5 testing procedure will warrant termination.

6 **Section 11.3.** Health Examination required by the Employer shall occur during
7 the hours of 9:00 a.m. to 5:00 p.m., except where the Employer determines that
8 its business interests would be better served if the examination was conducted
9 outside of these hours.

10 **Section 11.4.** Bargaining unit employees shall be compensated at their normal
11 hourly rate for time spent in an examination or drug/alcohol screening required by
12 the Employer, as well as reasonable travel time and expenses to and from the
13 examination. The Employer shall pay for any health examination or drug/alcohol
14 screening it requires a bargaining unit employee to submit to.

15 **ARTICLE 12**
16 **NON-DISCRIMINATION/NON-HARASSMENT**

17 **Section 12.1.**The Employer and the Union agree that no employee shall be
18 discriminated against or harassed on the basis of race, color, religion, national
19 origin, age, sex, sexual orientation, disability or veteran's status. The Employer
20 and the Union further agree that a qualified employee with a disability who is able
21 to perform the essential functions of his or her position or of a specific position for
22 which he or she is being considered, with or without reasonable accommodation,
23 shall not be discriminated against on the basis of his or her disability.
24 Notwithstanding the above, it shall not be a violation of this contract if a bona fide
25 occupational qualification exists.

26 **ARTICLE 13**
27 **TRANSFER OF TITLE**

28 **Section 13.1.** The Employer agrees to provide the required notice under the
29 WARN Act, if applicable.

30 **Section 13.2.** The Employer agrees to bargain with the Union, if required by law,
31 over the effects of that decision on bargaining unit employees.

32 **ARTICLE 14**
33 **NO STRIKES, NO LOCKOUTS**

34 **Section 14.1.** During the life of this Agreement, or any written extension thereof,
35 the Union, on behalf of its officers, officials, agents and members, or any
36 employee, whether on or off duty, will not directly or indirectly, engage in,
37 authorize or threaten any strike, sit-down, sit-in, boycott, walkout, sick out, slow-
38 down, sympathy strike, or leafleting of any kind, including, but not limited to,
39 leafleting or picketing of any kind at any residence housing any supervisor, board
40 member, or employee of the Employer or at AAI affiliate, subsidiary or any other
41 related entity, or in any other way interfere with or interrupt the Employer's

1 operations for any reason. In addition, the Union will not directly or indirectly
2 authorize, encourage or approve any refusal on the part of employees to proceed
3 to the location of normal work assignment where no rare or unusual physical
4 hazard is involved in proceeding to such location.

5 **Section 14.2.** The Union, its officers, officials and agents, shall be immediately
6 accessible to the Employer and shall immediately take all prompt and effective
7 measures to prevent and stop any acts described in Section 14.1 of this Article,
8 including, but not limited to, immediately contacting by telephone, telegram,
9 overnight mail, or any other manner which would assure immediate contact to
10 each individual engaged in such acts a notice signed by an authorized
11 representative of the Union stating that the individual's action is in violation of the
12 Agreement and instructing all such individuals to cease those actions which are
13 or may be a violation of Section 13.1 of this Article.

14 **Section 14.3.** An employee who engages in any conduct, which violates the
15 provisions of this Article, shall be subject to discipline up to and including
16 discharge notwithstanding the provisions of Article 7 Discipline and Discharge.
17 Said conduct shall constitute just cause for discharge.

18 **Section 14.4.** If the Union or any employee engages in conduct prohibited by
19 Section 14.1, the Employer may immediately and on a permanent basis take any
20 and all actions which in its sole discretion it deems prudent, including, but not
21 limited to, any action pursuant to Article 4 Management Rights.

22 **Section 14.5.** Any employee and any Union employee, agent, official or
23 representative shall be liable in damages to the Employer for any conduct which
24 violates the provisions of this Article.

25 **Section 14.6.** The Employer will not lockout employees during the term of the
26 Agreement and will be liable in damages to the Union for conducting a lockout
27 during the term of the Agreement.

28 **ARTICLE 15**
29 **BULLETIN BOARD**

30 **Section 15.1.** The Employer shall install and maintain one (1) bulletin board.
31 The Employer and Union shall jointly determine the location, size and type of the
32 bulletin board. The bulletin board shall remain the property of the Employer. Only
33 notices or other information postings regarding the Union's internal matters
34 involving this bargaining unit shall be posted.

35 **Section 15.2.** The Union will not post, permit the posting of, or condone the
36 posting of material which is inflammatory or in any way derogatory to the
37 Employer, its board, administration, or any of its supervisors, managers,
38 employees, or any AAI affiliate subsidiary, or any other related entity, or which
39 casts any of the foregoing in a negative light. The Site Manager will monitor the
40 bulletin boards for compliance with this Section.

41 **Section 15.3.** The bulletin board will be the exclusive location for any and all
42 Union notices authorized by this Article. No Union notices of any kind shall be

1 posted anywhere at the facility besides the bulletin boards as authorized in this
2 Article. Notices must be given to and approved by the Site Manager or his/her
3 designee prior to posting, and such approval shall not be unreasonably denied.

4 **ARTICLE 16**
5 **SAFETY**

6 **Section 16.1.** The Employer agrees to provide a safe and healthy workplace in
7 compliance with federal and/or state law. In the interest of resolving health and
8 safety issues at the earliest opportunity, the parties agree that such issues shall
9 be brought to the attention of the employee's immediate supervisor on an
10 informal basis and thereafter pursuant to the grievance and arbitration procedure,
11 if necessary. The Union agrees that this process shall be the exclusive means for
12 resolving any and all health and safety issues and that the Union will not file, or
13 encourage or assist any employee to file, any complaint or otherwise contact fed-
14 OSHA or any other governmental agency concerning such issues. If safety shoes
15 are required, the Employer will pay for fifty (50) percent of the cost of one (1) pair
16 of safety shoes annually.

17 **ARTICLE 17**
18 **JURY AND WITNESS DUTY**

19 **Section 17.1.** An employee absent from work due to required jury duty will be
20 paid for such lost hours at his/her current straight time base rate, excluding shift
21 differential, up to a maximum of eight (8) hours per day, for each regular workday
22 the governmental body that summoned the employee for jury duty pays the
23 employee. Employees will be paid eight (8) hours jury duty pay and will be
24 excused from their scheduled shift if they serve more than four (4) hours on the
25 day so assigned as a juror. All other employees must report for work provided
26 there are more than four (4) hours available on their shift either prior to their
27 scheduled report time for jury duty or after their release from jury duty (two (2)
28 hours of this time will be considered as travel preparation time). Second and third
29 shift employees summoned to jury duty will be temporarily assigned to first shift
30 on a weekly basis during the time required to serve. Fees received for jury duty
31 will not be deducted from such pay. The employee will furnish to the Employer
32 evidence satisfactory to the Employer showing the performance of jury duty that
33 meets the requirements of this Section 17.1. An employee can get paid up to a
34 maximum of ten (10) days or as required by state law.

35 **Section 17.2.** An employee absent from work in order to comply with a
36 subpoena as a witness in a federal or state court of law, will be paid for such lost
37 hours at his/her current straight time base rate, excluding shift differential, up to a
38 maximum of eight (8) hours per day, for each regular workday for which he/she is
39 paid a daily witness fee. Employees will be paid eight (8) hours witness duty and
40 will be excused from their scheduled shift if they serve more than four (4) hours
41 on the day so serving as a witness. All other employees must report to work
42 provided there are more than four (4) hours available on their shift either prior to
43 their scheduled report time for witness duty or after their release from witness

1 duty (two (2) hours of this time may be considered as travel preparation time).
 2 Witness fees will not be deducted from such pay. An employee is not entitled to
 3 such pay under this Section 17.2 in circumstances where the employee (1) is
 4 called as a witness against the Employer or its interests; or (2) is called as a
 5 witness on his/her own behalf in an action in which he/she is a party; or (3)
 6 voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from
 7 or related to his/her outside employment or outside business activities. The
 8 employee will furnish to the Employer evidence satisfactory to the Employer
 9 showing his/her attendance as a witness that meets the requirements of this
 10 Section 17.2.

11 **ARTICLE 18**
 12 **SHORT-TERM MILITARY DUTY**

13 **Section 18.1.** An employee who is a member of a reserve component of the
 14 Armed Forces or National Guard, who is required to enter active annual training
 15 duty or temporary special services, shall be paid his/her normal straight time
 16 earnings, excluding differentials where applicable, up to a maximum of ten (10)
 17 workdays each United States Government fiscal year. The amount due the
 18 employee under this Article shall be reduced by the amount received from the
 19 government body identified with such training duty or services, for the period of
 20 such duty, up to the maximum period mentioned above. Such items as
 21 subsistence (does not include allowance for quarters), uniform and travel
 22 allowance shall not be included in determining pay received from state or federal
 23 government.

24 **ARTICLE 19**
 25 **WAGES**

26 **Section 19.1 - Wage Rates.** Wage rates for the job classifications covered by
 27 this Agreement become effective the first full pay period after February stated in
 28 the following table:
 29

JOB CLASSIFICATION	EFFECTIVE DATE AND HOURLY WAGE RATE		
	02/06/12	02/04/13	02/03/14
Maintenance Technician III	\$46.90	\$48.31	\$49.76
Maintenance Technician II	\$42.60	\$43.88	\$45.20

30 Notwithstanding anything to the contrary in this Agreement, these wage rates
 31 shall constitute minimums and the Employer shall have the right, in its sole
 32 discretion, to set, increase or decrease any employee's rate of pay so long as the
 33 employee's rate of pay exceeds the minimum for his or her job classification;
 34 provided however, once an employee has successfully completed his or her
 35 probationary period the employee's rate of pay may only be decreased for cause.
 36 The Employer also shall have the right, in its sole discretion, to give hiring
 37 bonuses and relocation benefits.

38 **Section 19.2 - Shift Differential.** A \$0.50 shift differential will be paid for hours

1 worked on swing shift and second shift and \$0.75 shift differential will be paid for
2 hours worked for third shift by maintenance technicians and lead maintenance
3 technicians only.

4 **Section 19.3. Pay Additives. Maintenance Sim Cert Lead Technician and**
5 **Simulator Maintenance Technician Lead.** Pay additives are as follows:

6 (a) Lead pay five (5) percent per hour

7 (b) Simulator Certification Technician five (5) percent per hour

8 The appointment of an employee to the position of Maintenance Sim Cert
9 Technician and Simulator Maintenance Tech Lead shall be at the sole discretion
10 of the Employer and such rights shall not be subject to the grievance procedure.
11 An employee must be assigned in writing by the Employer to a position listed
12 above and shall be paid a premium of five percent (5) per hour above his/her
13 base rate.

14 **Section 19.4. Report and Call Back Pay.** If an employee reports for work in
15 accordance with his/her assigned shift or other instructions he/she shall receive a
16 minimum of four (4) hours pay at his/her regular rate of pay. Any employee who
17 has completed work, left the Employer's premises, and who is called back to
18 work, shall receive either four (4) hours work or four (4) hours pay at his/her
19 regular rate of pay plus applicable overtime rates as defined in Article 9. An
20 employee called to work on his/her regular day off or on a paid holiday shall
21 receive a minimum of four (4) hours pay at his/her regular rate of pay plus
22 applicable overtime rates and holiday rates as defined in Articles 9 and 23
23 respectively. An employee shall not be required to stand by for a call back to
24 work after the termination of his/her regular shift. An employee who leaves work
25 of his/her own volition, or is discharged or suspended after beginning work, will
26 be paid only for the number of hours actually worked during that day. Employees
27 who are sent home due to an act of nature, such as power outage or extreme
28 weather shall not be subject to call in pay.

29 **Section 19.5. Temporary Upgrades.** Employees who are temporarily
30 upgraded shall receive the rate of the new labor grade. Any such upgrades must
31 be documented by the Employer in order to be considered effective.

32 **Section 19.6. Abnormal Base Closures.** The Employer will continue to
33 compensate employees as defined in this Article for base closures and weather-
34 related closures in accordance with Employer Policy.

35 **Section 19.7. Part-Time Benefits.** Part-time employees working less than
36 twenty (20) hours will be ineligible for benefits.

37 **Section 19.8 – Promotions.** Employees promoted on a temporary or regular
38 basis shall receive the rate of the new labor grade. Any such promotion must be
39 documented by the Employer on a Status Change Form in order to be
40 considered effective.

1 **Section 19.9. Travel.** If the Employer finds it necessary to temporarily reassign
2 an employee to another geographic location, wages and expenses will be paid by
3 the Employer in accordance with Employer Policy.

4 **Section 19.10. One Time Wage Adjustments.** A one time lump sum wage
5 adjustment of \$5,000 will be paid on the first payday in February, 2012.

6 **ARTICLE 20**
7 **GROUP BENEFITS & RETIREMENT PROGRAM**

8 **Section 20. Group Benefits Package for Full-Time Employees on the Active**
9 **Payroll.** On February 4, 2012, the Employer will provide each employee who is
10 normally scheduled for twenty (20) hours or more, the amount of \$6.00 per hour
11 paid, to a maximum of forty (40) hours per week, to be used for the purchase of
12 Health and Welfare benefits. This amount will increase on the first pay day in
13 February, 2013 to \$7.00 and increase on the first pay day in February, 2014 to
14 \$8.00. All benefits will be offered in accordance with the Employer's negotiated
15 plans for the JBLM location. Any unused monies will remain with the employee.

16 **Section 20.1.** Employees may also purchase the following Optional Group
17 Insurance benefits offered by the Employer. Employees will be provided an
18 opportunity to change their benefit elections during the annual enrollment window
19 or if they experience a qualified life event as defined by the plans. The current
20 package of Optional Group Insurance benefits in which the full premium cost is
21 borne by the employee, shall be provided for the term of this Agreement
22 including:

- 23 1. Medical Plan (Textron Benefits Plan)
- 24 2. Dental Plan (Textron Benefits Plan)
- 25 3. Vision Plan (Textron Fully Insured Benefits Plan)
- 26 4. Health Savings Account or Health Risk Assessment Depending on plan
27 chosen
- 28 5. Limited Purpose Flexible Spending Account
- 29 6. Voluntary Life Insurance up to 9 times salary
- 30 7. Voluntary AD&D up to \$500,000
- 31 8. Voluntary Long Term Disability which will be offset by any state disability
32 payments

33 The Employer shall provide Travel and Accident Insurance to employees
34 traveling on authorized Employer business at no cost to the employee. The
35 Employer will provide the Textron Short Term Disability per the Employer's plan.

36 The benefit levels available are described in the respective plan documents.

37 **Section 20.2. Administration.** The Group Benefits Package shall be
38 administered by the insurance companies, health care contractors or
39 administrative agents with whom the Employer enters into contractual
40 relationships for the purpose of providing and/or administering the coverage

1 contemplated by the Group Benefits Package and no question or issue arising
2 under the administration of such Group Benefits Package or the contracts and/or
3 administrative agreements identified therewith shall be subject to the grievance
4 procedure or arbitration provisions of Article 6 of this Agreement.

5 **Section 20.3. Retirement Plan.** Employees will be eligible to participate in the
6 Textron Savings Plan. Employees are eligible to receive an Employer match
7 equivalent to fifty (50) percent of each one (1) percent contributed by the
8 employee up to ten (10) percent of employee contribution e.g., employee
9 contributes eight (8) percent of eligible compensation the Employer matches with
10 four (4) percent. The plan design and the matching contributions are based on
11 plan provisions outlined in the appropriate plan document.

12 **ARTICLE 21**
13 **VACATION**

14 **Section 21.1. General.** It is the policy of the Employer to grant vacation to
15 employees after each year of service. It is believed that a reasonable period of
16 time away from the job is conducive to good health and well-being and can have
17 a refreshing effect that is to the advantage of the Employer as well as the
18 employee. Accordingly, it is management's responsibility to give each eligible
19 employee the opportunity to take a vacation each year. If, at the time of
20 separation from employment, an employee has unused earned-awarded
21 vacation, he/she will be paid the value of unused vacation based on the
22 termination date, less any balance of used vacation advance. Since vacation is
23 earned on an anniversary year basis there is no payment of partial year vacation
24 upon termination of employment.

25 **Section 21.2. Eligibility Conditions.** The vacation eligibility date will be the
26 later of last hire by the Employer or predecessor contractor when service was
27 continuous, or the most recent rehire date following a termination.

28 **Section 21.3. Allowance for Use of Credits.**

29 **21.3(a)** An employee who meets the requirements as set forth in paragraphs
30 21.3 in this Article shall be eligible for vacation credits in accordance with the
31 following:

VACATION SCHEDULES	
Year(s) of Service Completed	Vacation Hours Earned
0 through 4	80
5 through 9	120
10 through 14	136
14 and over	160

32
33 **Section 21.4. Accumulative Credits.** Employees must use earned vacation
34 within their anniversary year.

1 **Section 21.5. Use of Vacation Credits.** Between eligibility dates, an employee
2 shall use his/her unused vacation credit accumulated in the twelve (12)-month
3 period preceding his/her last eligibility date as vacation with pay at the rate in
4 effect at the time his/her vacation begins, excluding shift differential where
5 applicable, subject to the following conditions:

6 **21.5(a)** He/she shall request vacation dates on forms provided by the
7 Employer and the Employer will endeavor to schedule his/her vacation as
8 requested.

9 **21.5(b)** In instances where Employer management believes the awarding of
10 vacations as requested would interfere seriously with production
11 requirements, the scheduling of vacations shall be as near to the dates
12 requested as possible.

13 **21.5(c)** In scheduling vacations, the Employer will attempt to meet its
14 production requirements by use of employees on a voluntary basis, and,
15 failing in this, the seniors will be given their preference of available vacation
16 dates to the extent established vacation schedules will permit.

17 **Section 21.6. Termination.**

18 **21.6(a)** An employee who is terminated from the active payroll who has
19 reached his/her first eligibility date shall be provided pay-in-lieu of vacation for
20 all unused and awarded vacation credits in his/her account, regardless of
21 reason for termination.

22 **21.6(b)** An employee who is terminated from the active payroll as a result of a
23 Voluntary Quit, who has not reached his/her first eligibility date, shall not be
24 compensated for any vacation accrued upon termination.

25 **21.6(c) Pro Rata Pay.** - Employees with one (1) or more years of seniority
26 whose active service is interrupted prior to the next eligibility date of the
27 vacation earning year because of layoff, retirement, death or induction into
28 military service shall receive pro rata vacation pay for each month of seniority
29 completed during the vacation earning year in which seniority is interrupted.
30 For any other reason, pro rata vacation will not be paid.

31 **Section 21.7. Definitions.** The vacation eligibility date is the date that
32 determines how much vacation an employee is entitled to receive. The vacation
33 award date is the date when the benefit is awarded to the employee, and
34 therefore available for use.

35 **ARTICLE 22**
36 **PERSONAL TIME OFF**

37 **22.1. Accumulation of Personal Time off.**

38 **22.1(a)** Employees, on the active payroll shall be awarded forty (40) hours of
39 Personal Time effective on their anniversary date. Personal Time does not
40 carry over into the next anniversary year.

41 **Section 22.2. Eligibility Conditions.**

1 **22.2(a)** The Personal Time eligibility date for all full time employees is their
2 date of hire.

3 **Section 22.3 - Use of Personal Time**

4 **22.3(a)** An employee shall be eligible to use Personal Time credits as soon as
5 credits have been awarded. Payment for Personal Time shall be at the
6 employee's straight time base rate, excluding shift differential where
7 applicable.

8 **22.3(b)** All Personal Time must be approved by the employee's supervisor or
9 Employer Program Manager.

10 **22.3(c)** When personal time cannot be charged because the employee has
11 exhausted all personal time credits and he/she is not yet eligible for an award
12 of his/her next personal time credits, the employee may use available
13 vacation credits or be granted leave without pay, subject to management
14 approval.

15 **Section 22.4** - It is expressly agreed between the parties that the terms of
16 this Agreement, and any accrual benefits, are binding on any successor
17 contractor or successor employer whether said successor takes over all or
18 part of the operation. Specifically, but without limitation, accrued, but untaken
19 personal time shall continue as an obligation of any successor contractor or
20 successor employer, and the employees covered by the Collective Bargaining
21 Agreement shall continue to have their individual credit with said successor
22 the full amount of personal time accrued, and shall continue to accrue
23 benefits of this Article.

24 **Section 22.5** Personal time is not paid to employees whom are terminated from
25 the Employer payroll for whatever reason.

26 **Section 22.6 – Bereavement Leave.** A maximum of up to three (3) days paid
27 time will be granted as approved absence for each occurrence of the death of an
28 immediate family member. Immediate family members are (include biological,
29 adopted, or current step): father, mother, spouse, daughter, son, brother, sister,
30 grandparent, grandchild, father/mother in-law, daughter/son in-law, brother/sister
31 in-law, spouse's grandparent, same-gender domestic partner, or parent of same-
32 gender domestic partner.

33 **ARTICLE 23**
34 **HOLIDAYS**

35 **Section 23.1. Holidays.** The Employer each fiscal year recognizes the following
36 holidays:

1

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

2

3 When any of the above named holidays falls on a Saturday, it will be observed
4 on the proceeding Friday. When it falls on a Sunday, the holiday will be observed
5 on the following Monday.

6 Full-time employees receive eight (8) hours of holiday pay at their regular hourly
7 base wage rate, plus pay at their regular hourly base wage rate for any hours
8 worked on the holiday. In order to be paid for an observed holiday, the employee
9 must have worked his or her regularly scheduled workday the day before and the
10 day after the holiday, and the day of the holiday if scheduled to work, unless such
11 absence qualifies for one of the following other types of paid time off: vacation,
12 salary continuation (sick leave) bereavement leave, jury duty/witness service, or
13 emergency/base closing.

14

ARTICLE 24 MISCELLANEOUS

15

16 **Section 24.1.** An annual seniority list will be provided to the Union. The report
17 will include the employee name, Employee Number and Seniority Date as
18 described in Article 8, Section 8.1. The Employer will also notify the Union of the
19 name and hire date of any newly-hired employee and termination date of any
20 separated employee.

21 **Section 24.2.** Whenever the masculine or feminine pronoun is used herein, it
22 shall also include the opposite pronoun.

23 **Section 24.3.** The Employer will maintain an environment in which employees
24 can make known their interest in transferring to other positions for which they are

1 qualified to perform. Open positions are posted on the Employer's Intranet
2 Career page (ERIC) which will allow each employee to make application for
3 transfer and receive consideration as a candidate for open positions for which
4 qualified.

5 **Section 24.4. Dress Code.** During shifts when customers are present
6 employees will wear collared shirts, dress pants (no jeans), and shoes that will
7 present a positive impression to the students and/or visitors. The Union agrees
8 the employees represented thereby as employees of Employer, shall observe
9 Employer Policy applicable to employees not subject to collective bargaining
10 agreement.

11 **Section 24.5. Job Performance Communication.** Employees will participate
12 in the Employer's Performance Management Process (PMP). The Supervisor is
13 responsible for providing regular, periodic feedback to the employee as to his or
14 her performance and will meet with employees at least three (3) times per year:
15 once to establish annual performance objectives and expectations, at mid-year,
16 and at end of year to discuss and formally document performance for the year.
17 If desired, the employee may request a Union Representative to attend the
18 meeting. Dialogue with the employee should be constructive, candid, and non-
19 confrontational.

20 **Section 24.6. Temporary Duty (TDY).** The Employer will use its best efforts
21 not to send maintenance technicians TDY for periods exceeding two (2) weeks.
22 The Employer further agrees to assign volunteers first for TDY's. If no
23 maintenance technician volunteers, then seniority will be used as a basis for
24 assigning TDY maintenance technicians and the least senior maintenance
25 technician will be first assigned the TDY. However, on succeeding TDY's of the
26 same nature, the starting point for assigning the TDY will be the second least
27 senior maintenance technician.

28 **Section 24.7. Hiring of Regular Part-Time Employees.** If the Employer
29 decides to hire regular part-time employees, they must give the Union a minimum
30 of ten (10) business days advance notice prior to hiring a regular part-time
31 employee. The Union will have the right to schedule a meeting and confer over
32 the Employer's decision to hire a part-time employee to address any concerns
33 they may have over such hiring.

34 **ARTICLE 25**
35 **NEW TECHNOLOGY**

36 **Section 25.1.** The Employer and the Union agree that it is to their mutual benefit
37 and sound economic and social goals to utilize the most efficient machines,
38 processes, systems, methods and/or materials. In this way, the Employer will be
39 able to compete effectively in the marketplace, and, thereby, provide
40 economically secure jobs for its employees. It is the Employer's policy when
41 possible to assure that training is available for its employees so they may have
42 the opportunity to acquire knowledge and skills required by new technology.

1 **Section 25.2.** In order that employees can better prepare themselves for the
2 skill requirements of the future and in its fulfillment of its obligation to provide
3 information to the Union, the Employer will provide notification to the Union of the
4 Employer's plans for the introduction of new technology, which may affect the
5 employees. This notification will inform the Union of anticipated schedules of
6 introduction of new technology, and will identify areas of skill impacts and any
7 training programs associated with those impacts.

8 **Section 25.3.** The Union, and its representatives, will protect the confidentiality
9 of Employer-sensitive and proprietary information disclosed in the notification.

10 **Section 25.4.** The Employer will provide employees in the affected
11 classification(s) in the bargaining unit the opportunity to volunteer for the training.
12 The Employer will select senior qualified employees utilizing bargaining unit
13 seniority.

14 **ARTICLE 26**
15 **LEGALITY/STABILITY OF AGREEMENT**

16 **Section 26.1.** If any term or provision of this Agreement is at any time declared
17 to be invalid by a court of competent jurisdiction, such decision shall not
18 invalidate the entire Agreement. All other terms and provisions of this Agreement
19 not declared invalid shall remain in full force and effect.

20 **Section 26.2.** No agreement, understanding, alteration or variation of any term
21 or provision of this Agreement shall bind the Employer and the Union unless
22 made and executed in writing by the Employer and the Union.

23 **Section 26.3.** The failure of the employer to insist, in any one or more incidents,
24 upon performance of any of the terms or provisions of this Agreement shall not
25 be considered as a waiver or relinquishment of the right of the Employer to future
26 performance of any such term or provision.

27 **ARTICLE 27**
28 **COMPLETE AGREEMENT**

29 **Section 27.1.** This Agreement constitutes the entire agreement between the
30 Employer and the Union, and no additions, waivers, deletions, changes or
31 amendments shall be effective during the term of this Agreement with respect to
32 any and all matters, unless evidenced in writing, dated and signed by the parties
33 hereto.

34 **Section 27.2.** The Employer and the Union acknowledge that during the
35 negotiations which resulted in this Agreement, each had the unlimited right and
36 opportunity to make demands and proposals with respect to any subject or
37 matter not removed by law from the area of collective bargaining, and that the
38 understandings and agreements arrived at by the parties after the exercise of
39 that right and opportunity are set forth in this Agreement.

40 Therefore, except as provided below, the Employer and the Union, for the term of
41 this Agreement, each voluntarily and unqualifiedly waives the right and each

1 agrees that the other shall not be obligated to bargain collectively with respect to
2 any subject or matter not specifically referred to or covered in this Agreement,
3 even though such subjects or matters may not have been in the knowledge or
4 contemplation of either or both parties at the time this Agreement was signed.

5 **Section 27.3.** The Employer shall not be deemed to have agreed to any term or
6 condition of employment not specifically set forth in this Agreement. Any alleged
7 past practice of the Employer, which is not included in this Agreement, shall not
8 be considered agreed to.

9 **ARTICLE 28**
10 **DURATION**

11
12 **Section 28.1.** This Agreement shall remain in full force and effect and be
13 binding on the Parties for the period beginning at 12:01 a.m. upon Union
14 ratification and ending at 11:59 p.m. on October 14, 2014.

15 **Section 28.2.** The Agreement shall thereafter automatically continue from year
16 to year for a successive term of one (1) year unless the Employer or the Union
17 shall give to the other written notice by certified mail of its desire to modify or
18 terminate this Agreement at least sixty (60) days prior to its expiration date.

19 **Section 28.3.** If either party seeks to modify or terminate this Agreement, or the
20 parties fail to reach an agreement on the proposed changes by the annual
21 expiration date, the Agreement shall terminate unless extended in writing by
22 mutual consent of the parties hereto.

SIGNATURES OF THE PARTIES

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

AAI CORPORTATION

IAM&AW

JEFFREY J. SMITH
DIRECTOR, HR

RAY RIVERA
GRAND LODGE REP

SPENCER CARNES
PROGRAM MANAGER

TOM WROBLEWSKI
DIST. PRES & DBR

JESSE COTE
REPRESENTATIVE

RUBEN ONTIVEROS
COMMITTEE MEMBER