

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

URS FEDERAL SUPPORT SERVICES, INC

AND

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

AT

**Gray Army Airfield location, Joint Base
Lewis-McChord (JBLM), Washington**

(NLRB Case No. 19-RC-067978)

EFFECTIVE AUGUST 3, 2012

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PREAMBLE

This Agreement is effective August 3, 2012 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 Gray Army Airfield location, Joint Base Lewis-McChord (JBLM), Washington.

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-067978 dated December 22, 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 employees employed by the Company at its Gray Army Airfield location, Joint Base Lewis-McChord (JBLM), Washington and TDY teams temporarily assigned out of JBLM.

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, revise 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 Agreement; to transfer, promote or demote employees, or to lay off,

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

8 It is understood and agreed that any of the powers and authority the
9 Company had prior to the signing of this Agreement are retained by
10 the Company except those specifically modified, delegated or
11 granted by this Agreement. All matters which are not specifically
12 covered by this Agreement are solely functions and responsibilities
13 of management.

14 **ARTICLE 4 – SENIORITY**

15 **Section 1.** Seniority of an employee is the length of his/her
16 continuous service within the bargaining unit including time spent
17 with predecessor companies under this contract located at Gray
18 Army Airfield location, Joint Base Lewis-McChord (JBLM),
19 Washington and any Temporary Duty (TDY) assignments. An
20 employee shall hold seniority in the job classification as listed in
21 Article 15 of this Agreement to which he/she has been assigned.

22 a. It is understood that seniority, defined in Article 4, Section 1,
23 shall govern in the filling of vacancies within job
24 classifications. When vacancies occur in any job
25 classification covered by the Agreement, the Company shall
26 post notice of such vacancies for a period of five (5) work
27 days. The Company will also notify those employees on
28 Temporary Duty (TDY) via the lead for posting at that
29 location. Said notice shall contain a list of qualifications that
30 applicants must possess. The Company shall fill openings
31 with the most senior qualified employee within the bargaining
32 unit that has applied for the position through the Company's
33 online electronic applicant tracking system prior to hiring
34 outside applicants. TDY job assignment opportunities are
35 not vacancies and shall be administered in accordance with
36 Article 16, Section 3.

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

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

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

18 **Section 4.** Notification of openings for recall shall be given by the
19 Company by certified mail to the last mailing address furnished by
20 the employee. A copy of such notice shall also be sent to the Union.
21 In order to preserve their recall rights, employees must notify the
22 Company of their intent to return to work within three (3) working
23 days of receipt of delivery of the recall notice and must report to work
24 within eighteen (18) calendar days after employee's receipt of the
25 notice of recall. If the employee does not respond as required by this
26 Section, the next senior employee may be recalled and the notified
27 employee will be removed from the recall list. Nothing in this section
28 will preclude the Company from making direct contact with the
29 employee by phone and/or the employee returning as soon as
30 possible. Specific return dates will be determined by the Company.

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

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

1 immediately.

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

4 (a) Resignation.

5 (b) Discharge for just cause.

6 (c) Layoff in excess eighteen (18) months.

7 (d) Failure to return to work at the expiration of a leave of
8 absence.

9 (e) Failure to return to work within eighteen (18) calendar days
10 after the receipt of the notice of being recalled from layoff
11 unless excused by the Company.

12 (f) Job abandonment or voluntary quit.

13 **Section 8.** Each new employee shall serve a probation period of
14 ninety (90) days. If during the ninety (90)-day period it is found that
15 the new employee is not suitable for the job, his/her employment
16 may be terminated at the Company's sole discretion, without
17 recourse.

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

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

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

1 sent by certified mail, return receipt requested, to the Union
2 within such ten (10) day period.

3 (b) Collection of any back dues or agency fees owed at the time of
4 starting deductions for any employee and collection of dues or
5 agency fees missed because the employee's earnings were
6 not sufficient to cover the payment of dues for a particular pay
7 period will be the responsibility of the Union and will not be the
8 subject of payroll deductions.

9 (c) As allowed by law, all employees in the bargaining unit must,
10 as a condition of continued employment, be either a member
11 of the Union and pay Union dues or pay an agency fee to the
12 Union, but not both.

13 (d) As allowed by law, all employees within the bargaining unit on
14 the effective date of this Agreement who are not Union
15 members must, as a condition of continued employment, pay
16 to the Union while on the active payroll, an agency fee equal in
17 amount to monthly membership dues, beginning with the
18 month following the month in which they accumulate thirty (30)
19 days' continuous service in the bargaining unit since their last
20 date of hire or rehire. Employees entering the bargaining unit
21 or employees who are rehired with seniority or transferred with
22 seniority into the bargaining unit after the effective date of this
23 Agreement who do not become Union members, or having
24 become but do not remain Union members, must, as a
25 condition of employment, while on the active payroll, pay such
26 fee to the Union commencing the month following the month in
27 which they accumulate thirty (30) days' continuous service in
28 the bargaining unit if such entry is prior to the fifteenth (15th)
29 day of that month or commencing with the month following the
30 month of such entry into the bargaining unit if such entry is on
31 or after the fifteenth (15th) day of that month.

32 (e) As allowed by law, employees who are Union members on the
33 effective date of the Agreement shall continue to pay
34 membership dues to the Union as a condition of continued
35 employment while in the bargaining unit and on the active
36 payroll as long as they remain members of the Union;
37 employees within the bargaining unit who after the effective
38 date of this Agreement become members of the Union shall
39 pay, while on the active payroll, an original initiation fee and
40 membership dues to the Union, as a condition of continued

1 employment while in the bargaining unit and while remaining a
2 Union member; provided that in no event shall the initiation fee
3 and membership dues exceed the amount specified in the
4 Constitution and/or by-laws of the Union.

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

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

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

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

33 **Section 2.** Indemnity. The Union will indemnify and hold the
34 Company harmless from and against any and all claims, demands,
35 charges, complaints, or suits instituted against the Company which
36 are based on or arise out of any action taken by the Company in
37 accordance with or arising out of the foregoing provisions of this
38 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 on site at JBLM and one (1) Shop Steward on each TDY in
26 excess of thirty (30) days duration with over fifteen (15) employees,
27 unless modified by mutual agreement. The authority of the Shop
28 Stewards and Alternates so designated by the Union shall include
29 the following duties and activities:

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

1 3. To present a question concerning this Agreement,
2 complaint or grievance to an employee's immediate
3 Manager in an attempt to settle the matter for the
4 employee or group of employees who may be similarly
5 affected.

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

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

14 1. been reduced to writing, or

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

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

32 **Section 3.** New employees hired by the Company, who are to be
33 covered by this Agreement, shall be introduced to the Shop Steward
34 assigned to represent the new employee's area of assignment,
35 during the new employees' first week of employment or during
36 orientation. The Shop Steward shall be allowed reasonable time not
37 to exceed fifteen (15) minutes, with the new employee, subject to
38 work requirements, for the purpose of welcoming them, sharing a

1 copy of this Agreement, and explaining the mutual desire for
2 maintaining a positive relationship between all parties.

3 **ARTICLE 8 - DISCHARGE AND DISCIPLINE**

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

9 **Section 2.** In all cases of dismissal or suspension for just cause, the
10 Site Supervisor will notify the Shop Steward and meet with him/her.
11 Consistent with appropriate policies and procedures, the Site
12 Supervisor will advise the Shop Steward of the reason the action is
13 being taken. The Site Supervisor or the Shop Steward may request
14 to have the employee(s) present at the meeting, whenever practical.
15 The Shop Steward will be given time to meet with the employee prior
16 to meeting the Site Supervisor. The Site Supervisor shall notify the
17 assigned Shop Steward of all dismissals or suspensions.

18 **Section 3.** All verbal and written notices will not be used for the
19 purpose of progressive discipline beyond twelve (12) months from
20 the date of issue. Suspension notices will not be used for the
21 purpose of progressive discipline beyond eighteen (18) months from
22 the date of issue.

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

24 **Section 1.** It is the intent of this Article to establish a means for
25 prompt adjustment of working problems and personal grievances at
26 the job level by conference between the Supervisor and the
27 employee involved, provided the Shop Steward has been given an
28 opportunity to be present. If not resolved at this informal level, a
29 formal written grievance may be filed. The grievance shall contain a
30 full statement of the grievance and the facts upon which it is based,
31 the Section of this Agreement alleged to have been violated and the
32 action, remedy or adjustment sought. In grievances filed on behalf of
33 individual employees, the grievance shall be signed, by the affected
34 employee, prior to Step 1 of the Grievance Procedure. Grievances
35 shall be processed according to the steps and time limits specified.
36 These time limits may be extended upon written mutual consent of
37 the parties. No grievances shall be filed or processed based on facts
38 or events, or omissions within the employee's knowledge which have

1 occurred more than ten (10) working days before such grievance is
2 filed. Both parties agree to exert an earnest effort to settle such
3 grievance promptly through the following steps:

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

14 **Step 2.** If not settled/resolved at Step 1, the Union Business
15 Representative may submit the grievance to the Company's Site
16 Supervisor, or designee, within five (5) working days after receipt
17 of the Supervisor's response. The Site Supervisor, or designee,
18 and the Union's Business Representative, or designee, will meet,
19 in person or by telephone conference, within ten (10) work days
20 and attempt to resolve any grievance. If unable to resolve the
21 grievance, the Site Supervisor or designee shall submit a written
22 answer to the Union within twenty (20) work days.

23 **Step 3.** If not settled/resolved at Step 2, the Union Business
24 Representative may submit the grievance to the Company's
25 Human Resources Director, or designee, within five (5) working
26 days after receipt of Site Supervisor's response. The Human
27 Resources Director, or designee, and the Union's Business
28 Representative, or designee, will meet, in person or by telephone
29 conference, within ten (10) work days and attempt to resolve any
30 grievance. If unable to resolve the grievance, the Human
31 Resources Director or designee shall submit a written answer to
32 the Union within twenty (20) work days.

33 **Step 4.** The Union's Business Representative may submit,
34 within twenty (20) work days following the Company's Step 3
35 answer, written notice to the Company Human Resources
36 Director of its intent to arbitrate. The Union will request the
37 Federal Mediation and Conciliation Service to submit an
38 arbitration panel of seven (7) names to each party. The Union
39 and the Company shall alternately strike one name from such list

1 (the Company and Union shall alternate which party shall make
2 the first strike, Company to make initial strike) until only one
3 name remains and that person shall be the arbitrator. The
4 Parties will notify the Arbitrator of their selection and will
5 coordinate schedules between the Company, Arbitrator and
6 Union. The cost of the Arbitrator will be shared equally among
7 the parties. The Company and the Union will continue to attempt
8 to resolve the grievance prior to arbitration.

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

16 **Section 3.** The parties may file post-hearing briefs. The Arbitrator
17 shall render his/her decision within thirty (30) days of the close of the
18 hearing or receipt of the briefs. The Arbitrator's decision shall be in
19 writing. The award shall be delivered or mailed to each party. The
20 decision of the Arbitrator shall be final and binding on all parties.

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

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

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

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

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

3 The normal work schedule shall be Monday through Friday. All work
4 schedules shall have a minimum of two (2) consecutive days off.
5 Employees may be required to work on the scheduled days off.

6 Employees may be assigned to a four (4) day, forty (40) hour
7 workweek. Such workweek shall consist of four (4) consecutive work
8 days with three (3) consecutive days off. Employees may be
9 required to work on the scheduled days off.

10 **Section 3.** The workweek for payroll purposes shall consist of seven
11 (7) consecutive calendar days beginning on Friday and running
12 through the following Thursday.

13 **Section 4.** A shift differential premium shall be paid to employees
14 assigned to working mid, weekend or night shifts at applicable hourly
15 rates of pay, plus a shift differential of thirty-five cents (\$0.35) per
16 hour for all hours paid. Effective September 28, 2012, the amount
17 for shift differential will increase to fifty cents (\$0.50) per hour for all
18 hours paid. Effective September 27, 2013, shift differential will
19 increase to sixty cents (\$.60) per hour. Effective September 26,
20 2014, shift differential will increase to seventy cents (\$0.70) per hour.

21 **Section 5.** Effective September 28, 2012, an employee who is
22 scheduled and reports for work at the regularly scheduled time and is
23 then sent home at no fault of their own and due to no availability of
24 work or site shutdown, shall be paid a minimum of four (4) hours pay
25 at the employee's applicable working rate of pay.

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

32 **Section 7.** All employees will receive two (2) uninterrupted paid
33 fifteen (15)-minute breaks per day. One (1) to be taken during the
34 first half of their work day and one (1) to be taken during the second
35 half of their work day.

36 In the event any employee is required to work beyond their normal
37 assigned shift, the affected employee will receive an additional paid
38 fifteen (15)-minute break prior to commencing additional work and

1 following each two (2)-hour period of additional work.

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

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

5 Night Shift – Beginning between the hours of 2:00 p.m. and 7:00
6 p.m.

7 Shift start times shall not be adjusted without three (3) workdays'
8 notice unless driven by unforeseen business reasons.

9 The Company shall provide a minimum of twenty-four (24) hours'
10 notification for overtime work requirements. Employees working on
11 the aircraft requiring overtime will be given the first opportunity to
12 work. If there are an insufficient number of employees working on
13 the aircraft and available to work the overtime it will be offered on a
14 voluntary basis to employees qualified to perform the work. If unable
15 to find a volunteer for overtime or if there is an excess of volunteers
16 for work available, then overtime shall be directed utilizing the
17 overtime equalization roster(s).

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

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

29 **Section 11.** All hours worked shall be counted as time worked
30 toward the computation of overtime pay. Additionally, Jury Duty,
31 Bereavement and Administrative Leave shall be counted toward the
32 computation of overtime.

33 **Section 12.** Shift schedules may be adjusted to meet business
34 needs. Overtime is subject to customer approval. In an effort to
35 avoid sending employees home midweek due to reaching forty (40)
36 hours, the Company will request overtime from the customer.

1 **Section 13.** Effective with this Agreement, employees will be
2 considered to be assigned to their preferred shift. As openings occur
3 on any shift, they will be filled by the highest senior employee in the
4 job classification with a shift preference on file. At anytime there are
5 insufficient numbers of volunteers on file, the openings shall be filled
6 by the least senior person in the job classification with the
7 qualifications and certifications for the required airframe. If the
8 Company determines the seniority preferences above are not
9 providing the skills, qualifications and certifications to accomplish the
10 work, they can make shift assignments as needed.

11 **ARTICLE 11 - HOLIDAYS**

12 **Section 1.** Holiday pay is eight (8) hours pay, which is payable at the
13 employee's applicable working rate of pay. The eight (8) hours pay
14 will not be considered as time worked for the purpose of computing
15 overtime. Employees working ten (10)-hour days will be
16 compensated for holidays at eight (8) hours pay. Employees may
17 utilize vacation, LWOP or, if management determines work is
18 available, work two (2) additional hours during the pay week for the
19 remaining two (2) hours. An employee who is on the active payroll
20 shall be eligible for such unworked holiday. Time spent on leave of
21 absence, for industrial injury or illness or military leave shall not be
22 considered on the active payroll.

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

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

25 **Section 3.** Any employee required to work on any of the above
26 holidays will be paid for all hours worked at one and one-half (1.5)
27 times his/her applicable working rate of pay plus holiday pay.
28 Holidays may not be carried over from one year to the next.

29 **Section 4.** Any additional holiday designated by Federal
30 Government mandate or Presidential Executive Order that is
31 observed by Aviation Field Maintenance Activity (AFMA) will be
32 observed in addition to the above as determined by operational

1 requirements. Employees will not be paid holiday pay during these
2 occasions but will be allowed to use their vacation leave, LWOP or, if
3 management determines work is available, work additional hours
4 during the pay week to make up for the lost hours.

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

10 **ARTICLE 12 – VACATIONS**

11 **Section 1.** Each employee covered hereby shall vest vacation as
12 follows:

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

Years of Service	Annual Vacation	Biweekly	Annual Carryover
One (1) year of service but less than five (5) years	80	3.08	40
Five (5) or more years of service but less than ten (10) years	120	4.62	60
Ten (10) or more years	160	6.15	80

18 Effective the first full pay period following January 1, 2013, paid
19 vacation will begin accruing at the rates listed below.

Years of Service	Annual Vacation	Biweekly	Annual Carryover
One (1) year of service but less than five (5) years	96	3.69	48
Five (5) or more years of service but less than ten (10) years	136	5.23	68
Ten (10) or more years	176	6.77	88

20 Effective the first full pay period following January 1, 2014, paid
21 vacation will begin accruing at the rates listed below.

Years of Service	Annual Vacation	Biweekly	Annual Carryover
One (1) year of service but less than five (5) years	104	4.0	52
Five (5) or more years of service but less than ten (10) years	144	5.54	72
Ten (10) or more years	184	7.08	92

1 **Section 2.** Vacation shall accrue at a rate described in the
2 preceding tables. Vacation hours shall be available for use in each
3 pay period once posted. Vacation taken by the employee is deducted
4 from the employee's unused vacation until such vacation is
5 exhausted.

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

8 Employees, who are terminated from employment, are laid off, or
9 who voluntarily terminate employment, are eligible to receive pay in
10 lieu of vacation for all accrued, unused vacation.

11 Effective the last day of the pay period in the year, employees may
12 carry over accrued, unused vacation equal to the amount of one-half
13 of the annual accrual shown above. Effective January 1, 2014,
14 vacation amounts in excess of this limit will be paid out to the
15 employee during the month of January.

16 **Section 4.** Vacation should be requested as far in advance as
17 possible but in no case less than the twenty-four (24) hours
18 immediately prior to the day being requested. The Company will
19 make every effort to approve vacation requests unless prohibited by
20 legitimate business reasons. When conflicts in requested vacation
21 periods arise, the employees having the greater seniority shall be
22 given the preference. However, an employee who has previously
23 requested and had scheduled vacation approved will not be
24 displaced by a more senior employee.

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

29 b. Employee's request for vacation leave must be approved by
30 the employee's Supervisor, or his/her designee(s) before

1 such leave is taken. Employees failing to secure such
2 approval, who subsequently fail to report to work as
3 scheduled, without a reasonable excuse, may be subject to
4 appropriate disciplinary action for unexcused absence.

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

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

12 **Section 6.** Paid hours of vacation shall not be considered as time
13 worked for the purpose of computing overtime pay.

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

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

22 **ARTICLE 13 – JURY DUTY**

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

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

33 **ARTICLE 14 – DEATH IN FAMILY**

34 Employees shall receive three (3) paid days of bereavement leave,
35 at the applicable rate of pay, when a death occurs in their immediate
36 family. Immediate family is defined as parent, grandparent, spouse's

1 grandparents, spouse, child, brother, sister, mother-in-law, father-in-
 2 law, step-parent, step-children, brother-in-law, sister-in-law. In
 3 addition, an employee will be granted bereavement leave for a
 4 stillborn child if the employee provides a certificate of fetal death
 5 which has been certified by the attending physician.

6 **ARTICLE 15 – WAGES AND JOB CLASSIFICATION**

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

Classification	Current	9/28/2012	9/27/2013		9/26/2014	
		2.75%	\$0.25	3%	\$0.25	3.25%
A/C Mechanic Helper	\$18.24	\$18.74	\$18.99	\$19.56	\$19.81	\$20.46
A/C Quality Control Inspection	\$28.20	\$28.98		\$29.84		\$30.81
Aircraft Worker	\$20.18	\$20.73	\$20.98	\$21.61	\$21.86	\$22.58
Computer Operator V	\$22.85	\$23.48	\$23.73	\$24.44	\$24.69	\$25.49
Environmental Specialist	\$28.20	\$28.98		\$29.84		\$30.81
Ground Support Equipment Mechanic	\$26.85	\$27.59		\$28.42		\$29.34
Material Coordinator	\$18.92	\$19.44		\$20.02		\$20.67
Mechanic I	\$26.85	\$27.59		\$28.42		\$29.34
Mechanic II	\$28.20	\$28.98		\$29.84		\$30.81
Mechanic III	\$29.60	\$30.41		\$31.33		\$32.34
Painter, Aircraft	\$21.19	\$21.77	\$22.02	\$22.68	\$22.93	\$23.68
Production Control Clerk	\$19.35	\$19.88		\$20.48		\$21.14
Stock Clerk	\$12.88	\$13.23	\$13.48	\$13.89	\$14.13	\$14.60
Supply Tech	\$22.20	\$22.81		\$23.49		\$24.26
Chief Maint Test Pilot Rotor	\$42.00	\$43.16		\$44.45		\$45.89
Maintenance Test Pilot Rotor	\$40.00	\$41.10		\$42.33		\$43.71
Tools and Parts Attendant	\$14.28	\$14.67	\$14.92	\$15.37	\$15.62	\$16.13
Warehouse Specialist	\$14.28	\$14.67	\$14.92	\$15.37	\$15.62	\$16.13

9
 10 **Section 2. Special Assignment Differential.** The Company
 11 determines the need and number of employees for special

1 assignments. When the Company certifies an employee in writing,
2 they shall be paid a premium as follows:

Special Assignment	Differential Effective 9/29/2012	Per
MDS Lead (Mission Design Series)	\$1.00	Hr
Dock Lead	\$1.00	Hr
Back Shop Lead	\$1.00	Hr
Fuel Cell Entry (performing)	\$0.75	Hr
Flight Time Premium – Crew	\$10.00	Hr
ACE Certification	Upgrade to Aircraft Quality Control Inspector when performing the function	Hr

3 **ARTICLE 16 - FIELD DUTY**

4 **Section 1.** Employees sent to off-site locations beyond fifty (50)
5 miles from the base and required to stay overnight shall receive per
6 diem for lodging and meals. Employees may request up to fourteen
7 (14) days advanced per diem for trips of fourteen (14) days or more
8 in duration, provided there is time to process the request prior to
9 travel. When travel requires common carrier, or car rental,
10 arrangements will be made through the Company Travel Service and
11 paid for by the Company. The cost of shipping tools and equipment
12 required by the Company for off-site work when the employee is
13 traveling by commercial airline, will be reimbursed by the Company.
14 All travel shall be in accordance with Company Policy and the Joint
15 Travel Regulation (JTR). Employees authorized by management to
16 utilize their own vehicle for Company business shall receive the
17 standard mileage reimbursement per the JTR.

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

22 **Section 3.** The full-time workforce shall be given the first right of
23 refusal for all TDY work assignments and overtime. Upcoming TDY
24 assignments will be posted as soon as possible upon notification
25 from the customer. Volunteers shall be selected in order of seniority,

1 most senior qualified first. If there are no, or insufficient volunteers,
2 the least senior qualified in the classification needed will be selected
3 from the workforce to travel, or if the Company chooses, may hire
4 additional personnel to meet the requirements.

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

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

25 **Section 6.** Employees on TDY assignment will normally be assigned
26 an eight (8)-hour work day.

27 **Section 7.** Rental cars shall be distributed equally among
28 employees on TDY detachment. Cars shall be assigned at a ratio of
29 one (1) car for each four (4) employees or one van for each six (6)
30 employees.

31 **ARTICLE 17 – HEALTH AND WELFARE**

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

33 The Company will, during the life of the Bargaining Agreement,
34 maintain and contribute to the cost of health and welfare insurance
35 for bargaining unit personnel. The offered group insurance plans
36 may be modified from year-to-year for cost containment, improved
37 coverage, legally required or carrier imposed changes. It is agreed
38 that the Company and Union may agree to change vendors of health

1 care, dental care, or life insurance during the life of this Agreement.
 2 Any such benefit change will provide comparable coverage/design
 3 as the incumbent plan. Should there be a significant change in the
 4 plan benefits or rise in the rates, the Company and Union will meet to
 5 resolve any resulting issues.

6 a) Employee Health and Dental biweekly contributions are
 7 listed below.

Coverage	Employee		
	Health Biweekly	Dental Low Biweekly	Dental High Biweekly
Employee	\$ 68.00	\$ 3.70	\$ 6.30
Employee/Child	\$ 95.00	\$ 7.70	\$12.60
Employee/Spouse	\$125.00	\$ 6.90	\$11.50
Family	\$144.00	\$10.60	\$17.30

8 b) Effective January 1, 2013, health and dental premiums will
 9 be split between the Company and the employee on a sixty
 10 (60) percent / forty (40) percent basis. Effective January 1,
 11 2014, health and dental premiums will be split between the
 12 Company and the employee on a sixty-five (65) percent /
 13 thirty-five (35) percent basis.

14 c) Employees may elect to waive health insurance coverage
 15 and receive the following waiver amounts. Proof of alternate
 16 coverage is required.

	Health Care Waiver Opt Out Payment Schedule		
	8/2/2012	1/1/2014	1/1/2015
Employee	\$ 500	\$ 750	\$1,000
Family	\$1,000	\$1,500	\$2,000

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 (1) times the employee's

1 annual salary. Employees may purchase optional life insurance
2 /accidental death and dismemberment insurance (AD&D) to the
3 extent such coverage is available. Employees may purchase
4 dependent life by payroll deduction. Proof of insurability and
5 approval by the insurance carrier is required prior to purchasing any
6 optional life insurance/AD&D and dependent life insurance.

7 **Section 4. Short and Long Term Disability.** The Company will
8 provide Short-Term Disability to all employees as described in the
9 Summary Plan Description. The STD insurance provides a benefit of
10 \$300.00 per week, following a three day waiting period, for up to
11 twenty-six (26) weeks. The Company will make available for
12 employee purchase via payroll deduction optional long-term disability
13 insurance (LTD) as defined in the Summary Plan Description for
14 employees.

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

17 **ARTICLE 18 – PENSION AND 401(k)**

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

	<u>Per Hour</u>
January 1, 2013	\$.15
January 1, 2014	\$.30
January 1, 2015	\$.45

21
22 **Section 2.** Contributions for a new, part-time and full-time employee
23 are payable commencing on the first day of work.

24 **Section 3.** The I.A.M. Lodge and Employer adopt and agree to be
25 bound by, and hereby assent to, the Trust Agreement, dated May 1,
26 1960, as amended, creating the I.A.M. National Pension Fund and
27 the Plan rules adopted by the Trustees of the I.A.M. National
28 Pension Fund in establishing and administering the foregoing Plan
29 pursuant to the said Trust Agreement, as currently in effect and as
30 the Trust and Plan may be amended from time to time.

31 The parties acknowledge that the Trustees of the I.A.M. National
32 Pension Fund may terminate the participation of the employees and
33 the Employer in the Plan if the successor Collective Bargaining
34 Agreement fails to renew the provisions of this Article or reduces the

1 Contribution Rate. The parties may increase the Contribution Rate
2 and/or add job classification or categories of hours for which
3 contributions are payable.

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

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

15 **ARTICLE 19 – LEAVE OF ABSENCE**

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

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

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

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

1 to continue under COBRA will be extended.

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

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

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

17 **Section 5.** Leaves of absence without pay for Union business not to
18 exceed two (2) weeks, will be granted to Bargaining Unit employees
19 of the Company, who are elected or appointed by the Union, to
20 attend such functions as conferences, conventions, and Union
21 educational courses, provided at least five (5) work days advance
22 notice is given in writing to the Company, if possible to do so.
23 However, not more than four (4) employees may be on such leave at
24 any time.

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

30 **Section 7.** An employee who is called to and performs short term
31 active duty of ten (10) work days or less, including active duty
32 training as a member of the United States Armed Forces Reserves
33 or National Guard, shall be paid the difference between the
34 employee's military rate and the employee's working rate of pay for a
35 period of up to ten (10) scheduled working days per calendar year.
36 The employee must present a copy of the employee's order to the
37 Company as soon as they are received by the employee. Upon
38 return from active short term duty, the employee must present pay
39 vouchers so that the calculation of the difference in pay may be

1 computed. The employee will be given a leave of absence for, and
2 will accumulate seniority during such period of service. Employees
3 required to report for military training in excess of thirty (30)
4 consecutive days or those called to active duty shall be reinstated in
5 accordance with the Uniformed Service Employment and
6 Reemployment Rights Act. The parties to this Agreement shall
7 comply with current applicable state and federal legislation regarding
8 military service.

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

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

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

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

32 **ARTICLE 20 – NO STRIKES OR LOCKOUTS**

33 The Union agrees that it shall not engage in, authorize or recognize
34 any strikes, picketing or other interruption of the Company's normal
35 operations during the term of this Agreement; the Company agrees
36 that it shall not lock out the employees during the term of this
37 Agreement

1 Agreement was negotiated or signed.

2 **ARTICLE 24 – SCOPE OF AGREEMENT**

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

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

18 **ARTICLE 25 – NON-DISCRIMINATION**

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

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

26 **ARTICLE 26 – GENERAL PROVISIONS**

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

1 Effective January 1, 2013, employees will be allowed to charge up to
2 sixteen (16) hours of administrative leave each year of this
3 Agreement for closures due to inclement weather. For partial day
4 base closing due to inclement weather, employees must be at work
5 immediately following delayed opening or immediately prior to early
6 closing to be eligible to change to administrative leave.

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

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

22 **Section 4.** Effective January 1, 2013, for those employees required
23 by the Company to wear safety shoes in the workplace, the
24 Company will provide reimbursement up to thirty-five dollars (\$35.00)
25 per year for the purchase of shoes. Effective January 1, 2014, shoe
26 reimbursement will increase to fifty dollars (\$50.00). Effective
27 January 1, 2015, shoe reimbursement will increase to seventy-five
28 dollars (\$75.00). Employees must provide original receipts for
29 reimbursements. Probationary employees are not eligible for shoe
30 reimbursement until successful completion of their probationary
31 period.

32 **Section 5.** All production work in the facilities will be performed by
33 employees covered by this Agreement. Supervisors shall not perform
34 any production work except in case of instruction and emergencies.

35 **Section 6.** Work assignments shall be in accordance with
36 established job descriptions. This shall not restrict the right of the
37 Company to alter work functions or to formulate new job procedures
38 and begin work thereon. The Company shall have the right to make
39 work assignments and require the employees to comply with such

1 work assignments. This shall not prevent the employees and/or
2 Union from processing complaints or grievances arising from alleged
3 misassignments per the Steps listed in Article 9, Grievance
4 Procedure and Arbitration of the Collective Bargaining Agreement.

5 **ARTICLE 27 – TRAINING AND APPRENTICESHIP**

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

13 **ARTICLE 28 – JOINT SAFETY COMMITTEE**

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

20 **ARTICLE 29 – MNPL**

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

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

36 Authorization(s) must be received by the Company no later than

1 fourteen (14) days prior to the end of the pay period in order for such
2 voluntary contributions to be deducted from such pay period.
3 Contributions to be deducted as a result of authorizations not
4 received fourteen (14) calendar days prior to the end of the pay
5 period will be started effective the following pay period.

6 Such deductions shall be made monthly from the employee's
7 paycheck.

8 If an employee does not have sufficient earnings in any payroll
9 period to cover such contributions for the payroll period, the
10 Company shall have no further responsibility for collection of
11 contributions for that payroll period.

12 **ARTICLE 30 – GUIDE DOGS OF AMERICA**

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

20 **ARTICLE 31 – MACHINISTS CUSTOM CHOICES**

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

32 **ARTICLE 32 - DEFINITIONS**

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

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

1 **Working Rate of Pay** – Employee’s base hourly rate of pay plus any
2 shift differentials and special assignment differentials, excluding flight
3 time premiums.

4 **MDS and Back Shop Lead** – An employee that performs and
5 inspects aircraft maintenance assigned by the Company, on a
6 permanent or temporary basis, to lead, direct, and train personnel
7 performing aviation maintenance and programs across multiple
8 shifts.

9 **Dock Lead** – An employee that performs and inspects aircraft
10 maintenance assigned by the Company, on a permanent or
11 temporary basis, to lead, direct, and train personnel performing
12 aviation maintenance and programs on a shift.

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

16 **ARTICLE 33 – DURATION**

17 Upon ratification, this Agreement will be in full force and effect
18 August 3, 2012, to and including August 2, 2015 and will continue
19 from year to year thereafter unless written notice of desire to
20 negotiate changes or revisions or terminate this Agreement is served
21 by either party upon the other at least sixty (60) days prior to the date
22 of expiration by certified mail.

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

3
4

5 **URS Federal Support Services**

IAM&AW DL 751

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7
8

9 _____
10 Lester W. Jordan, Director
11 Employee & Labor Relations

Tom Wroblewski
Dist. President & Directing
Business Representative

12
13

14 _____
15 Dean Widhalm, Director
16 Human Resources

Jon Holden
Business Representative

17

18 _____
19 Johnie Brown
20 Vice President, HR, DMLG

Joe Crockett
Business Representative

21

22 _____
23 Stan Watson
24 Program Manager

Jim Bearden
Staff Assistant

25

26 _____
27 Robert Dashiell
28 Site Manager

Jeff Sayres
Negotiating Committee Mbr

29

Kyle Lynch
Negotiating Committee Mbr

30
31

32

33

Jimmy Martin
Negotiating Committee Mbr

34
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36