#### **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN**



#### Alpha-Omega Change Engineering, Inc.

and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,

**AFL-CIO** 

**District Lodge 110** 

And its

**Local Lodge 2296** 

F-15E Contractor Aircrew Training and Courseware Development (CAT/CWD)

Seymour Johnson AFB, North Carolina

**Effective** 

**April 1, 2018 – March 31, 2020** 

#### **TABLE OF CONTENTS**

ARTICLE	TITLE	PAGE
	Preamble	3
1	Recognition	4
2	Rights of Management	5
3	Union and Company Relations	6
4	Grievance Procedure and Arbitration	9
5	Seniority	13
6	Workweek, Hours of Work, Shifts	16
7	Overtime	17
8	Leave of Absence	19
9	Safety	21
10	Separability	22
11	Miscellaneous	23
12	Workforce Administration	25
13	Jury and Witness Duty	20
14	Short-term Military Duty	28
15	Rates of Pay	29
16	Paid Time Off	26
17	Holidays	35
18	Group Benefits	36
19	Savings Plan	37
20	Duration	38
	Signatures of the Parties	39
	MEMORANDUM OF UNDERSTANDING	
1	Contingency	

## COLLECTIVE BARGAINING AGREEMENT BETWEEN ALPHA-OMEGA CHANGE ENGINEERING, INC. ("AOCE") AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,

AFL-CIO DISTRICT 110

**THIS AGREEMENT,** dated as of the 17<sup>th</sup> day of January 2018, by and between Alpha-Omega Change Engineering, Inc. (hereinafter referred to as the Company) and The International Association of Machinists and Aerospace Workers, AFL-CIO, District 110, Local 2296 (hereinafter referred to as the Union).

#### **WITNESSETH** that

**WHEREAS**, the Union is the exclusive bargaining agent of certain employees of the Company, and

**WHEREAS**, the Union and the Company have negotiated a Collective Bargaining Agreement covering wages, hours and other conditions of employment, and

WHEREAS, the parties desire to reduce the Agreement to writing,

**NOW, THEREFORE,** in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

## ARTICLE 1 RECOGNITION

**Section 1.1 Recognition.** The Company recognizes The International Association of Machinists and Aerospace workers, AFL-CIO, District 110, as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all employees covered by this Agreement.

**Section 1.2 Bargaining Unit.** The Employer and the Union agree that the employees covered by this agreement shall consist of the following: designated employees of Alpha-Omega Change Engineering, Inc. (AOCE), United States Air Force Contract #FA4890-17-C-0006, and its successor contracts located at Seymour Johnson AFB. Excluded from the unit are all, supervisors and managers, non-AOCE employees at Seymour Johnson AFB NC, professional employees and guards as defined by the National Labor Relations Act, and all other employees of AOCE, including those employees on contracts other than those identified above.

## ARTICLE 2 RIGHTS OF MANAGEMENT

The management of the Company and the direction of the work force are vested exclusively in the Company subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The Company does have the right to subcontract work and designate the work to be performed by the Company and the places where it is to be performed, which right shall not be subject to arbitration. The Company agrees that no bargaining unit employees will be laid off as a direct result of subcontracting bargaining unit work.

## ARTICLE 3 UNION AND COMPANY RELATIONS

**Section 3.1 Union Activity During Working Time.** Solicitation of Union membership, collection or checking of dues, will not be permitted during working hours. The Company agrees not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity. Any employee engaged in unsanctioned Union activity during work time, except as specifically allowed by the provisions of this Agreement, or by other agreement between the Company and the Union, is subject to disciplinary action.

**Section 3.2 Strikes and Lockouts.** The Union agrees that during the terms of this Agreement and regardless of whether an unfair labor practice is alleged (a) there will be no strike, slow-down, sit-down, or walk-out and (b) the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location or normal work assignment. Any employee who violates this clause shall be subject to discipline. The Company agrees that during the term of this Agreement there will be no lock-out of employees covered by this Agreement. Any claim by either party that the other has violated this Section 3.2 shall not be subject to the grievance procedure or arbitration provisions of this Agreement and either party shall have the right to submit such claims to the courts.

**Section 3.3 Union Payroll Deduction.** The Company shall deduct dues or agency fees from each employee's paycheck each pay period. The Company is on a semi-monthly pay frequency. The Union shall provide the Company with a membership list that details the amount of time a given employee has been a member of the Union so the Company may know the correct amount to deduct.

The Company shall send the funds to the designated Union account monthly within 30 days.

**Section 3.4 Indemnity.** The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article 3.

Section 3.5 Business Representatives - Access to Site. The Business Representative of the Union shall have access to the Company facilities where bargaining unit employees are normally assigned during working hours for the purpose of conducting legitimate Union Business pertaining to this Agreement including, but not limited to, the investigation and advising in the handling of grievances, and will not interfere with the normal conduct of the Company's operation. The Company will not impose regulations which will render the intent of this provision ineffective. The Union shall keep the Company VP of Operations currently informed in writing of the name of the accredited Business Representative. The business representative shall notify the human resources manager or his designee prior to any visit to the various locations or

site. The necessary Company badges and credentials will be given to the business representative. Visits shall be made subject to such regulations as maybe made from time to time by the Company.

**Section 3.6 Shop Stewards.** The Union may select not to exceed, except by mutual agreement, two employees as Shop Stewards. The Union may designate one additional steward to act as Chief Steward. An employee while serving as a steward shall not be surplused, unless the employee is the only employee in the surplused classification.

Section 3.7 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance. Each steward shall notify and obtain permission from his supervisor before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the business representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee, business representative, or his designee, relating to a complaint or grievance. Discussions of the type described in this Section 3.7 shall be conducted without requiring the employee or steward to be on unpaid time provided the discussion does not extend beyond the time that the supervisor considers reasonable under the circumstances. Each Steward. upon approval of the Site Lead/Manager, shall be authorized up to four (4) hours per workweek to perform steward duties without loss of pay.

**Section 3.8 Bulletin Boards.** The Company will provide bulletin boards for the use of the Union at locations mutually agreed to. Their use will be restricted to the following:

- (a) Notices of Union meetings;
- (b) Notices of Union elections and results thereof;
- (c) Notices of Union recreational and social affairs;
- (d) Such other notices as are mutually agreed upon.

Only notices approved by the Business Representative, or his designee, authorized in writing by the Union and approved by the Company may be placed on the bulletin boards.

**Section 3.9** Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under his or her supervision topics pertinent to the workplace, including but not limited to, the employee's job performance.

**Section 3.10 Joint Meetings.** Should either party desire to discuss with the other any matter affecting generally the relationship of the parties, a meeting of Union and Management representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of

Company time for attendance at such meetings shall be arranged in advance by mutual agreement.

This Section is intended to provide a free avenue of communication between the Union and the Company, and suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal grievances and complaints.

## ARTICLE 4 GRIEVANCE PROCEDURE AND ARBITRATION

**Section 4.1 Establishment of Grievance and Arbitration Procedure.** Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to the terms of this Article relating to cases of dismissal or suspension for cause or of involuntary resignation, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

**Section 4.2 Employee Grievances.** In the case of grievances on behalf of employees and subject to the further provisions of Section 4.3 below, relating to cases of layoff or dismissal or suspension for cause of involuntary resignation:

**STEP 1.** Oral Discussion. The employee first shall discuss his grievance with the Steward and if the Steward considers the grievance to be valid then the employee and the Steward will contact the employee's supervisor and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting his supervisor if he so chooses. If the purpose of the employee's contacting his supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

**STEP 2.** Grievance Reduced to Writing. Handling at Supervisory Level. If no settlement is reached in Step 1, the Steward, if he considers the grievance to be valid, may at any time reduce to writing a statement of the grievance or complaint which the grievant must sign and it shall contain the following:

- (a) The facts upon which the grievance is based.
- (b) Reference to the section or sections of the Agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).
- (c) The remedy sought.

The Steward shall sign and submit the written statement of grievance to the manager for consideration, with a copy to Human Resources. After such submission, the manager and the Steward may, within the next five (5) workdays, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made thereof. Otherwise, promptly after the expiration of such five (5) day period, or agreed extension thereof, the manager and the Steward shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 3. Written Grievance Handling at Business Representative/Company Representative Level. If no settlement is reached in Step 2 within the specified or agreed time limits, the Business Representative or his designee may at any time thereafter submit the grievance to the Site Manager or the designated representative of the Company. After such submission, the designated representative of the Company and the Business Representative or his designee may, within the next ten (10) workdays, unless mutually extended, settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) day period, or agreed extension thereof, the designated representative of the Company and the Business Representative, or his designee, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

**STEP 4.** Arbitration. If no settlement is reached in Step 3 within the specified or agreed time limits, then either party may in writing, within ten (10) workdays thereafter, request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 4.6 to 4.7, inclusive.

**Section 4.3 Dismissals, Suspensions, Layoff, etc.** In cases of layoff or suspension for cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension or termination of service slip, as the case may be, if he is available to be presented with such copy. If he is not available, copies of the slip will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the Union files a written grievance with the designated representative of the Company within seven (7) workdays after the date of layoff dismissal, or suspension for cause, or involuntary resignation, or within seven (7) workdays after the date of the mailing of the copy of the slip. The written grievance then may be processed through subsequent steps.

**Section 4.4 Union Versus Company.** Processing of grievances which the Union may have against the Company shall begin with step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the Company, and shall contain the following:

- (a) Statement of the grievance setting forth the facts upon which the grievance is based.
- (b) Reference to the section or sections of the Agreement alleged to have been violated.
- (c) The correction sought.

The grievance shall be signed by the designated representative of the Union. If no settlement is reached within ten (10) workdays (unless mutually extended) from submission of the grievance to the designated representative of the Company, both

shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. Within ten (10) workdays thereafter the Union may in writing request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in 4.6 to 4.7, inclusive.

**Section 4.5 Retroactive Compensation.** Grievance claims involving retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this thirty (30) day limitation may be waived by mutual consent of the parties.

# Section 4.6 Selection of Arbiter from Federal Mediation and Conciliation Service. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbiters. Such requests shall state the general nature of the case and ask that the nominees, be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one name remains. The right to strike the first name shall be determined by lot. The remaining person shall be the arbiter.

**Section 4.7 Arbitration - Rules of Procedure.** Arbitration pursuant to Step 4 shall be conducted in accordance with the following

- **4.7(a)** The arbiter shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, after the completion of the hearing.
- **4.7(b)** The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
- **4.7(c)** The arbiter shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is a mutual agreement, in the presence of both parties.
- **4.7(d)** Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs with a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- **4.7(e)** Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

- **4.7(f)** The Union or the Company, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including his necessary expenses.
- **4.7(g)** The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.
- **Section 4.8 Extension of Time Limits by Agreement.** Time limits designated in this Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent.
- **Section 4.9 Agreement Not to be Altered.** In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.
- **Section 4.10 Conference During Working Hours.** All conferences resulting from the application of provisions contained in this Article shall be held during working hours.
- **Section 4.11 Business Representative, When Not Available May Authorize Designee.** For any period that the Business Representative is unavailable to serve in that capacity under this Article 4, he may designate an accredited Steward or another accredited Business Representative to act for him, as his designee. As to each such period of unavailability, authorization of the designee will be accomplished by the Business Representative informing the appropriate Company representative of the expected period of the Business Representative's unavailability to perform his duties under this Article 4, he shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.
- **Section 4.12 Signing Grievance Does Not Concede Arbitrable Issue.** The signing of any grievance by any employee or representative either of the Company or of the Union shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

## **ARTICLE 5 SENIORITY**

**Section 5.1 Purpose and Definition.** Both parties hereto agree that continued service over a period of time should, and in most cases does, increase the worth of an employee to his employer, and that length of service should receive recognition in case of promotion, and therefore agree: That the principle of seniority, where qualifications, productivity and dependability are substantially equal, shall be the determining factor and shall apply upon a company-wide basis in accordance with the specific application provisions of this agreement.

#### Section 5.2 Probationary Employees.

- **5.2(a)** For the first ninety (90) days of employment, employees shall be considered as on probation and without seniority. Employees' probationary period shall start upon receiving required security clearance to accomplish work duties. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period.
- **5.2(b)** During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Company. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.
- **Section 5.3 Establishment of Seniority.** The seniority date of each employee, who, as of the effective date of this agreement, is in the unit defined in Article 1, on authorized leave of absence from the unit, or acting in a supervisory capacity over employees in the unit, shall be in conformance with the date carried on the Company's records, and agreed on the date of ratification. The seniority date of each employee, who, subsequent to the effective date of this Agreement is hired, rehired, or transferred into the unit shall be the effective date of such hire, rehire, or transfer.
- **Section 5.4 Employees With Identical Seniority Dates.** When two or more employees have the same seniority date as herein provided, the employee having the lowest number (the last four 4) digits of one's social security number shall be considered as having the least seniority for tie breaking purposes.

#### **Section 5.5 Accumulation Seniority.** Seniority shall accumulate for:

**5.5(a)** Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1 of this Agreement;

- **5.5(b)** Employees who are promoted to non-represented positions supervising bargaining unit employees, shall retain and continue to accumulate seniority while they remain in such supervisory position;
- **5.5(c)** Employees while on active military service and reinstated in compliance with applicable law;
- **5.5(d)** Time spent on authorized leave of absence for Union business in accordance with Article 8;
- **5.5(e)** Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statue provided in 5.5(h);
- **5.5(f)** Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period;
- **5.5(g)** The first thirty (30) days of any other authorized leave of absence;
- **5.5(h)** Time spent on layoff for a period not to exceed (5) years, or for employees with less than one (1) year seniority, time spent on layoff for a period not to exceed one (1) year.

**Section 5.6 Loss of Seniority.** An individual shall lose seniority rights for the following reasons:

- **5.6(a)** Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Company, or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned;
- **5.6(b)** Discharge for cause;
- **5.6(c)** Failure to respond with an acceptance within three (3) working days after receipt of a recall from layoff notice by certified mail (unless such period is extended by the Company);
- **5.6(d)** Failure to report for work within fourteen (14) calendar days after acceptance or on such later date as may be designated by the Company;
- **5.6(e)** Failure to keep the Company advised of any changes in current mailing address, while on layoff. The Company will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record;
- **5.6(f)** Layoff for a period in excess of three (3) years (or for employees with less than one (1) year seniority, layoff in excess of one (1) year);

#### **5.6(g)** Retirement;

**5.6(h)** Absence in excess of three (3) consecutive working days, or failure to return for leave of absence within three work days, without notification shall constitute RESIGNATION as in 5.6(a) above, unless satisfactory evidence of inability to report for work is shown.

#### Section 5.7 Transfers To and From the Bargaining Unit.

- **5.7(a)** The Company may transfer or promote employees covered by this Agreement to supervisory positions.
- **5.7 (b)** Employees transferring to salaried positions other than that described in Section 5.6, shall retain their bargaining unit seniority but shall not accumulate additional seniority while they remain in those salaried positions.
- **5.7(c)** The Company at any time may transfer or demote to positions within this unit those employees who have accumulated or are accumulating seniority under Section 5.3 of this Article 5. Such transfers or demotions may be made subject only to the job return rights of others to the extent provided in Article 12.

## ARTICLE 6 WORKWEEK, HOURS OF WORK, SHIFTS

**Section 6.1 Workweek.** The purpose of this Article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of specified numbers of hours of work either per day or per week. The work week shall consist of a period of seven (7) consecutive twenty-four (24) hour periods. The normal work week shall be a minimum of forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday through Friday. Each employee will be assigned to a shift with designated times for beginning and ending. The first and second shifts each shall be eight hour and thirty minute periods which shall include a thirty (30) minute unpaid lunch period.

**Section 6.2 Non-Standard Work Schedule.** It is agreed that the company may schedule employees to work a non-standard work schedule consisting of shifts of longer duration than those specified in this Article, workweeks of less than five (5) full consecutive days, or non-consecutive days off, as set forth in this Article, for a total workweek of 40 hours. By way of illustration, but not in limitation, a non-standard work schedule could be four (4) ten (10) hour days. Any other matters relating to non-standard work schedules will be subject to mutual agreement by the parties. This Section is subject to Article 15.3, Shift Differential.

Determination of starting time and hours of work, shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The Company will provide as much advance notice to the employees as possible. Employees' posted shifts shall not be changed to avoid the payment of overtime. This Section is not subject to Article 4.

**Section 6.3 Shifts: Lunch Periods.** Employees will be allowed one scheduled fifteen (15) minute rest period before and one fifteen (15) minute rest period after lunch in each complete scheduled work day, the time will be established by the Company. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business.

**Section 6.4** Employees shall work up to the start of the rest and lunch periods and be at their place of work at the end of their rest and lunch periods. Depending on operations and schedules, employees may be required to work through their rest and/or lunch periods and take them at a later or earlier time during the shift.

**Section 6.5** The Company may, providing there are no employees on active layoff status in the classification, to accommodate schedule requirements, hire employees specifically to work a daily or weekly work schedule which is less than the current regular normal workday or workweek.

#### **Section 6.6 Shift Scheduling:**

**6.6 (a)** Instructors will be assigned to one (1) of three (3) possible shifts for the duration of the workweek. The shifts will be designated as Early, Swing, or Late shifts.

Early Shift: Beginning between the hours of 0545 – 0815 Swing Shift: Beginning between the hours of 0730 – 0915

Late Shift: Last two (2) MTCs minus 8.5 hours

Employees' shift that starts on or after 1100 are authorized shift differential pay (Article 15.3).

**6.6 (b)** Instructor shift schedules will be established two (2) weeks in advance as practicable. By close of business on Friday, prior to the scheduled week, the shift and duty hours for the next week will be published in the Instructor Weekly Schedule and will not be changed unless approved by the employee(s) and the Site Lead/Manager.

## ARTICLE 7 OVERTIME

**Section 7.1 Overtime.** In order for the Company to meet its support obligations, certain employees from time to time will be required to work overtime as well as shift work during the week, on holidays and weekends. When it becomes necessary to schedule overtime, it will first be offered to qualified employees on a voluntary basis within the work group/work area where the overtime requirement exists. The Company will attempt to equalize overtime among those qualified employees. If management fails to obtain a sufficient number of volunteers to meet the overtime requirement(s), then qualified employees may be directed to work the necessary overtime within the work group/work area where the overtime requirement exists, in reverse seniority order The Company will provide as much advance notice of overtime requirements as possible. The Company shall not require an employee to work overtime who has worked three consecutive weekends either Saturday or Sunday, or 100 overtime hours in the calendar quarter, except in extraordinary circumstances mandated by the customer.

**Section 7.2** Overtime shall be paid at one and one-half (1.5) times an employee's base rate, plus shift differential and lead pay if applicable, for all hours worked in excess of forty (40) compensated hours in the workweek, including Saturday and Sunday. All worked hours shall be credited as hours worked for the purpose of overtime calculation.

**Section 7.3 Wage Payment Basis.** Employees shall be paid for time worked computed to the nearest one-tenth hour.

**Section 7.4** There shall be no pyramiding of overtime and/or other premium payments. No overtime shall be worked except by direction of the Company's appropriate management.

**Section 7.5** In any dispute regarding any claim that an employee was not given an opportunity to work overtime, the only award, if any, will be that the employee shall be provided an opportunity to work such overtime at the next overtime opportunity.

## ARTICLE 8 LEAVE OF ABSENCE

**Section 8.1 Authorized Leaves of Absence.** For the time period indicated in each instance, leaves of absence (without pay except to the extent Paid Time Off (PTO) leave credit can be used and is used under and in accordance with Articles 16) shall be granted to an employee on the active payroll, leave time in accordance with Federal and/or State laws.

PTO may be used concurrently with the leave, whether the leave falls under Family Medical Act (FMLA) or State law.

The Company shall follow the provisions of USERRA for military leave.

- **8.1 (a)** When he is appointed by the President or Directing Representative of the Union representing the particular unit, or selected to a full-time Union position, for the period of time necessary to fill such position.
- **8.1 (b)** The Company may grant leaves of absence without pay for other reasons that the Company considers valid. Should the request for Leave of Absence be rejected by the Company, the reason will be discussed with the employee.
- **8.1 (c)** Requests for leaves of absence must be made in writing to the Company and specify the reason for the absence. Any required forms must be submitted on a timely manner.
- **Section 8.2 Return from Leave of Absence.** An employee who applies for return from leave of absence on or before the expiration date of his leave will be returned in accordance with the following:
  - **8.2 (a)** When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is medically able to perform the job which was last held;
    - **8.2 (a)(1)** The employee will be returned to that job if this does not conflict with Article 12:
    - **8.2 (a)(2)** If this does conflict with Article 12, the employee will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplusing procedures with Article 12.
  - **8.2 (b)** When an employee returns from a leave of absence described in Paragraph 8.2(a) and is not able to perform the job last held due to medical limitation, he will be considered for any job that he is qualified and able to

perform, or if a surplus occurred that would have affected him during such leave, be subjected to surplusing procedures, all in accordance with Article 12.

- **8.2 (c)** When an employee returns from a leave of absence that was granted due to non-industrial injury or illness, and the period of the leave has not exceeded one year, and the employee is able to perform the job last held, the steps and procedures of subparagraphs 8.2(a)(1) and 8.2(a)(2), limitation will apply.
- **8.2 (d)** When an employee returns from a leave of absence described in paragraph 8.2(c) and is medically not able to perform the job which he last held due to medical limitation, he will be considered for any job which he is qualified and able to perform; otherwise, he may be placed on layoff, in accordance with Article 12.
- **8.2 (e)** If leave was granted due to non-industrial injury or illness and the period of leave is in excess of one year, the employee may be returned to the job title *l*classification last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, he may be placed on layoff.
- **8.2 (f)** If leave was granted for military service, the provisions of applicable laws shall apply.
- **8.2 (g)** If leave, irrespective of length, was granted for any reason other than those stated in paragraphs 8.2(a) to 8.2(f) inclusive, the employee will be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, the employee may be placed on layoff.
- **8.2 (h)** If leave was granted to accept a full-time position with the Union, the employee will be returned to the job last held if such job is then populated. If such job is not then populated, the employee will be returned to one of equal grade.

## ARTICLE 9 SAFETY

**Section 9.1 Health and Safety.** The Company will continue to make reasonable provisions for the safety and health of employees. The Union shall have the right to confer with the Company on matters pertaining to safety of the employees.

**Section 9.2 Requirement of Medical Examination.** In the interest of continued safety of individuals and their fellow employees, any applicant for employment or any employee may be required through, Government regulations or by the Company to undergo a medical examination by a doctor of the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from his own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be retained for his opinion. The Company shall pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-Company physicians shall be the sole responsibility of the employee who gave rise to the dispute.

#### ARTICLE 10 SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The Company and the Union shall meet as soon as possible after the enactment of such legislation or decree to reestablish compliance.

## ARTICLE 11 MISCELLANEOUS

**Section 11.1 Sabotage.** The Union agrees to report to the Company when it has knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of Company, Government, customer or any other person's or employee's property. The Union further agrees, if any such acts occur, to use its best efforts in assisting to identify the guilty person or persons and notify the Company of its investigation.

**Section 11.2 Security Clearance.** Nothing in this Agreement shall require the Company to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to whom the Cognizant Security Agency, in the interest of security against espionage or subversive activity, refuses to give access to classified information and/or work. However, the Company will give consideration to assigning an employee in his job title to an area for which he is qualified and a clearance is not required.

**Section 11.3 Non-Discrimination.** All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, sex, or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona ride occupational qualification. If administration and application of the contract is not in contravention of Federal laws, such administration shall not be considered discrimination under this Section 11.3. Notwithstanding any other provision of Section 11.3 of this Agreement, a grievance alleging a violation of this Section 11.3 shall be subject to the grievance procedure and arbitration of Article 4 only if it is filed on behalf of, and pertains to, a single employee. Class grievances based on alleged violation of this Section 11.3 shall not be subject to the grievance procedure and arbitration under this Agreement.

**Section 11.4 Successor and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, but in the event the Company ceases to perform on the contract as identified in Article 1, the Company shall be released from all obligations on the project(s) so affected under this Agreement.

**Section 11.5 Performance of Work.** Supervisors may perform the duties of employees in the bargaining unit, in emergency situations, or for the purpose of instructing employees. Supervisors or other non-represented employees are not to perform any unit work solely to prevent a unit employee from earning overtime. The present practice of supervisors performing bargaining unit work will continue. It is further agreed that this provision is not intended to displace any full time bargaining unit employee.

**Section 11.6 Travel Reimbursement.** Employees will be reimbursed for business travel expenses in accordance with the FTD or JTR (whichever is applicable).

Employees traveling on non-workdays shall receive 8 hours of pay at their base rate of pay.

Employees shall submit their complete and accurate voucher packet to the Company Accounts Payable in order to get reimbursed in a timely manner; otherwise, delays may be expected. The Company shall make the reimbursement within fourteen (14) days of an accurate and complete submission of the voucher packet.

**Section 11.7 Bargaining Unit Status Report.** A seniority list will be provided by the Union Steward at each location and District Offices as designated by the Union, semiannually or upon request. The report will include the following information:

- (a) Employee name
- (b) Job title
- (c) Seniority date
- (d) Employee's on active layoff

**Section 11.8 Masculine – Feminine References.** In construing and interpreting the language of this Agreement, reference to the masculine such as "he," "him," or "his" shall include reference to the feminine.

## ARTICLE 12 WORKFORCE ADMINISTRATION

#### **Section 12.1 Surplus Action.**

- **12.1(a)** In effecting a reduction in force within a job classification, the following procedure shall be followed. The first selection would be probationary employees, followed by voluntary layoff in the classification, followed by full time employees in the classification in reverse seniority order subject to the use of retentions as defined in Section 12.2.
- **12.1(b)** Affected full time employees referenced in 12.1(a), will be offered a lateral or lower job classification providing they have the required qualifications and certifications on the date of the surplus notification for that job if their seniority permits.
- **Section 12.2 Retention.** Retention is the retaining, in a job classification in which the surplus has been declared by the Company, of an individual whose seniority position would have caused him to have been surplused while some other employee or employees with greater seniority are surplused. In each instance, the retained employee will be designated, at the time the retention is used, to be retained in the job classification rather than to have him affected by the surplus action.
  - **12.2(a)** In determining the number of allowable retentions, calendar six-month periods shall be used. The first period in each year shall be from January 1 to June 30, inclusive, and the second period shall be from July 1 to December 31, inclusive.
  - **12.2(b)** For each period, the allowable number of retentions applicable shall be the number resulting from applying 3% of the total number of employees in the bargaining unit at the beginning of each six-month period. The number of allowable retentions shall be computed to the nearest whole number and a fraction of 1/2 or more shall be treated as one. In no instance shall the number of retentions allowed be less than one per period.
  - **12.2(c)** The Company's use of retentions in the number allowed or the surpluses resulting from the application and use of such retentions shall not be subject to challenge or to grievance procedure. The District Office and the designated representative of the Local Union will be notified prior to the use of retentions. The District Office and the designated representative shall be accorded the opportunity to offer inputs relative to the administration of the Company's retention provisions.
- **Section 12.3 Recall From Layoff.** Employees who are on active layoff status from job classifications having job openings will be recalled in order of seniority providing they have the required qualifications and are eligible for re-certification for that job.

**12.3(a)** Employees will be notified of recall in writing by certified mail to their last known address on the Company's records, with a copy to the Union, and the employee will be required to report to work within fourteen (14) calendar days following receipt of the written notice. Failure to do so will result in automatic loss of seniority and the employee will be terminated. It is the sole responsibility of the employee to keep the Company properly informed of his/her address and telephone number.

**Section 12.4 Temporary Layoffs.** When the Company determines it is necessary to reduce the number of employees working within a job classification, employees may be temporarily laid-off for not more than 14 calendar days within a 60 calendar day period. Such layoff shall be in the reverse order of seniority. The Company agrees that the union will be notified when possible in advance.

**Section 12.5 Temporary Assignment.** The Company may temporarily assign employees to perform work assignments described for other job classifications.

Section 12.6 Employee Requested Transfer. The Company will maintain an environment in which employees can make known their interest in transferring to other positions which they are qualified to perform. An Employee Requested Transfer system, including the posting of openings on Company bulletin boards, will be established which will allow each employee to make application for transfer and receive consideration as a candidate for open positions for which qualified. Both parties agree that continued service over a period of time normally does increase the worth of an employee to his/her employer. Therefore, when qualifications are substantially equal the Company agrees to recognize seniority in case of promotions in the bargaining unit. Neither the Company's procedure nor the consideration as a candidate for the job transfer shall be subject to the grievance procedure.

Section 12.7 Drug and Alcohol Testing. The Union recognizes the Company's desire to maintain a drug-and alcohol-free workplace, and to comply with laws and regulations addressing that subject. The Company will implement drug and alcohol testing (a) to the extent necessary to comply with said laws and regulations and (b) the reasonable suspicion, post-accident and Employee Assistance Program or positive test follow-up testing that the Company feels necessary to achieve a drug- and alcohol-free workplace. Any other forms of drug and alcohol testing which may be identified by the Company as necessary to meet its drug- and alcohol-free workplace goals will be discussed with the Union and implementation will require mutual agreement of the parties. The Company and Union have agreed to use a balanced approach to achieving a drug and alcohol-free workplace.

## ARTICLE 13 JURY AND WITNESS DUTY

**Section 13.1** An employee absent from work due to required jury duty will be paid for such lost hours at his current straight time base rate, including shift differential where applicable, up to a maximum of eight hours per day, for each regular workday the governmental body that summoned the employee for jury duty pays the employee. Employees will be paid eight (8) hours jury duty pay and will be excused from their scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. All other employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty (two (2) hours of this time will be considered as travel preparation time). Second and third shift employees summoned to jury duty will be temporarily assigned to first shift on a weekly basis during the time required to serve. Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Company evidence satisfactory to the Company showing the performance of jury duty that meets the requirements of this Section 13.1.

Section 13.2 An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law, will be paid for such lost hours at his current straight time base rate, including shift differential where applicable, up to a maximum of eight (8) hours per day, for each regular workday for which he is paid a daily witness fee. Employees will be paid eight (8) hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so serving as a witness. All other employees must report to work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for witness duty or after their release from witness duty (two (2) hours of this time may be considered as travel preparation time). Witness fees will not be deducted from such pay. An employee is not entitled to such pay under this Section 13.2 in circumstances where the employee (1) is called as a witness against the Company or its interests; or (2) is called as a witness on his own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside business activities. The employee will furnish to the Company evidence satisfactory to the Company showing his attendance as a witness that meets the requirements of this Section 13.2.

## ARTICLE 14 SHORT-TERM MILITARY DUTY

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

## ARTICLE 15 RATES OF PAY

#### Section 15.1 Base Rate Structure.

		Effective Date of Increase		
CBA JOB TITLE	Current Rate	April 1, 2018	April 1, 2019	April 1, 2020
Fully Qualified Instructor	\$58.86	\$66.50	\$68.50	\$70.56
Entry Level Instructor	\$49.16	\$56.52	\$58.22	\$59.97
Scheduler	\$31.53	\$35.63	\$36.70	\$37.80

**Section 15.2 Reassignments.** When an employee is downgraded for any reason their hourly rate will be reduced to the hourly rate of the employee's classification.

**Section 15.3 Shift Differential.** When an employee's shift starts at or after 1100, he shall receive a shift differential of one dollar (\$1.00) per hour.

**Section 15.4 Report Time/Call-In Time.** If an employee reports for work in accordance with instructions he shall receive a minimum of four (4) hours pay at his base rate. Report time will not apply in case of emergency shutdown arising out of any condition beyond the Company's control. An employee who leaves work of his/her own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee that leaves work because of incapacity due to industrial injury will be paid eight hours pay at this base rate. An employee who is required to work after normal duty hours by the Site Lead will log one (1) hour or time worked, whichever is greater.

**Section 15.5** The decision to apply a pay additive shall be at the sole discretion of the Company and such rights shall not be subject to the grievance. An employee assigned in writing by the Company for a period of 40 consecutive hours to any of the additives shall be paid a premium as identified below.

#### **PROGRAM SUPPORT ADDITIVES**

LEAD	\$2
SCENARIO GENERATION	\$1
DATABASE MANAGEMENT	\$1

If an employee is assigned to any of the Program Support Additives, they would receive their additives; however, in no event will an employee receive more than \$3 per hour for any combination of the above additives. **Section 15.6 Effective Date of Increases.** The actual date of all increases as identified in this Article will be the beginning of the first pay period following the effective date of change as shown in the wage rate tables.

**Section 15.7** All newly hired SME/Instructors are placed into the Entry Instructor/SME job. Upon certification by the Site Manager or 6 months from the date hired, whichever is less, they will be promoted to the Certified Instructor/SME job. To maintain the Certified Instructor/SME pay, employees must maintain their instructor qualifications.

## ARTICLE 16 PAID TIME OFF (PTO)

#### Section 16.1 Accumulation of PTO.

**16.1(a)** Employees, on the active payroll shall earn paid time off in accordance with the accrual schedule below:

Employment Time	Annual Days of PTO	Accrual per Pay Period	Annual Hours of PTO
Date of hire to 3 years	16 days	5.33	128 hours
Beginning of 4th year through 11th year	21 days	7.00	168 hours
Beginning of 12 <sup>th</sup> year through 13 <sup>th</sup> year	22 days	7.33	176 hours
Beginning 14 <sup>th</sup> year through 15 <sup>th</sup> year	23 days	7.67	184 hours
Beginning of 16th year through 17th year	24 days	8.00	192 hours
Beginning of 18th year through 19th year	25 days	8.33	200 hours
Beginning of 20 <sup>th</sup> year	26 days	8.67	208 hours

A prorated award of PTO are made to employees at the completion of each pay period in accordance with the schedule as listed in Article 16.1(a). Credit will be given for the employee's total length of service which is continuous with the Company, and other predecessor contractors who performed similar work, and was determined to be a predecessor to the Company under the Service Contract Act.

**16.1(b)** An employee who cycles on his paid time eligibility date with unused PTO available will continue to accumulate such credits from year to year to a maximum of two-hundred forty (240) total hours. Employees who are terminated for cause, voluntary termination, or should AOCE lose the contract to a successor will be paid out at the employee's base rate for all the PTO in their bank at the time of termination.

**16.1(c)** PTO will not be accrued during period on layoff, strike, or after the first thirty calendar days of a leave of absence.

#### **Section 16.2 Eligibility conditions.**

- **16.2(a)** The PTO eligibility date of an employee shall be the date of last hire by the Company, which the exception of former employees who are rehired with reinstatement rights following military service or recalled from active layoff status, which will retain their previous PTO eligibility dates.
- **16.2(b)** An employee's PTO eligibility date will not be affected by time spent on an approved leave of absence or other payroll classification.

#### Section 16.3 Use of PTO.

- **16.3(a)** An employee shall be eligible to use PTO credits as soon as credits have been awarded during his first year of employment. Payment for PTO shall be at the employee's straight time base rate, including shift differential where applicable, not to exceed a maximum of eight (8) hours pay for any one day of absence.
- **16.3(b)** All PTO must be approved by the employee's supervisor. Employees shall request PTO on forms provided by the Company or via e-mail to their supervisor, and the Company will endeavor to schedule PTO as requested. In scheduling PTO, the Company will attempt to meet its production requirements by use of employees on a voluntary basis, and, failing in this, the seniors will be given their preference of available PTO dates to the extent established PTO schedules will permit.
- **16.3(c)** When PTO cannot be charged because the employee has exhausted all PTO credits and he is not yet eligible for an award of his next PTO credits, the employee may request for Advance PTO up to 40 hours. The employee must complete the required form and pre-approved by the supervisor prior to logging negative PTO. Anything in excess of 40 hours will be Leave Without Pay.
- **16.4** It is expressly agreed between the parties that the terms of this Agreement, and any accrual benefits, are binding on any successor contractor or successor employer whether said successor takes over all or part of the operation. Specifically, but without limitation, accrued, but untaken PTO shall continue as an obligation of any successor contractor or successor employer, and the employees covered by the collective bargaining agreement shall continue to have their individual credit with said successor the full amount of PTO accrued, and shall continue to accrue benefits of this article.
- **16.5 Bereavement Leave.** Up to three (3) days of Bereavement Leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule as such term is defined in Article 6 of this Agreement. Such pay shall be for eight (8) hours at his straight time base rate, including shift differential (if applicable), for each such day off; however, such pay will not be applicable if the employee received pay for such days off under any

other provision of this Agreement. Bereavement leave must be taken within the thirty (30) days following the death, funeral or service. For the purpose of this Section, the "immediate family" is defined as follows: spouse, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, children, brother, sister, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half-brother, and half-sister. The Company may require proof of death. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the state or attending physician.

## ARTICLE 17 HOLIDAYS

**Section 17.1** The following holidays shall be observed by the bargaining unit personnel:

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

The actual date of observance will be determined by the customer.

**Section 17.2 Unworked Holidays.** Eligible employees shall receive eight (8) hours pay for unworked holidays (those holidays designated above), at their base rate in effect at the time the holiday occurs, plus shift differential, if applicable.

**Section 17.3 Worked Holidays.** Employees who are required to work on the above named holidays shall receive the pay due them for the holidays plus double their base rate for all hours worked on such holiday, plus shift differential, if applicable, unless the employee starts to work at 10:30 p.m., or thereafter on that day.

**Section 17.4 Holidays During PTO.** Should a holiday occur while an employee is on PTO, the employee shall be allowed to take one (1) extra day of PTO in lieu of the holiday as such.

Section 17.5 Holiday Observance When Occurring on a Scheduled Day of Rest. When a holiday falls on an employee's scheduled day of rest, the holiday will be moved in accordance with the following:

- **17.5(a)** If the holiday falls on the first day of rest, the last workday immediately preceding the holiday will be observed as the holiday.
- **17.5(b)** If the holiday falls on the second day of rest, the first workday immediately following the holiday will be observed as the holiday.
- **17.5(c)** In the event of a customer decision to declare an additional Holiday, and to suspend operations, the Company will, if the "direct charge" to the contract is allowed, compensate employees at their present rate for all hours lost.

## ARTICLE 18 GROUP BENEFITS

**Section 18.1** The Company will provide a pay additive to assist employees to purchase these benefits.

H&W	Current	4/1/2018	4/1/2019	4/1/2020
Hourly rate	\$4.00	\$7.50	\$7.75	\$8.00

Section 18.2 Type of Group Benefits Package for Employees on the Active Payroll. The Company shall provide employees (and their dependents) with the following benefit options:

- a. Group life insurance and accidental death & dismemberment
- b. Group short- and long-term disability insurance
- c. Supplemental Life Insurance
- d. Flexible Spending Account (FSA) Medical and/or Dependent Care

IAM National Benefit Trust Plan provides medical, dental, and vision benefits to all fulltime employees and their covered dependents. The Summary Plan Documents are provided directly from the IAM National Benefits Trust Plan.

Employees who opt out of IAM National Benefit Trust Plan medical, dental, and/or vision insurance may purchase the benefits from the Company.

Employees may accept or decline participation, at their discretion, immediately after hire and during annual open enrollment periods specified by the Company and the IAM National Benefit Trust Plan (please note that open enrollment periods may not necessary be at the same time). In accordance with the benefit plan documents, the Company shall allow employees subject to personnel actions (i.e. "qualifying event" such as birth of a child, divorce, marriage, etc.) to adjust their participations options immediately following such an action.

**Section 18.3 Administration.** The Group Benefits Package shall be administered by the insurance companies, health care contractors or administrative agents with whom the Company enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by the Group Benefits Package and no question or issue arising under the administration of such Group Benefits Package or the contracts and/or administrative agreements identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 4 of this Agreement.

**Section 18.4 Copies of Policies to be Furnished to Union.** Copies of the policies, contracts and administrative agreements executed pursuant to this Article 18, Group Benefits, shall be furnished to the Union. The coverage's and benefits indicated in the Group Benefits Package, the rights of eligible employees in respect to such coverage's, and the settlement of all claims arising out of such coverage's shall be in accordance

with the provisions, terms and rules set forth in such policies, contracts or administrative agreements.

**Section 18.5 Federal or State Programs.** If during the term of this Agreement, there is mandated by federal or state government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical and dental benefits) to those that are afforded by this Agreement, benefits afforded by this Agreement shall be replaced by such federal or state program. The Company will comply with the provisions for the furnishing of such program to the extent required by law. No question or issue regarding the level of benefits under the state or federal program will be subject to the grievance and arbitration procedure of Article 4.

#### ARTICLE 19 SAVINGS PLAN

**Section 19.1 Continuation of Plan.** Subject to the continuing approval of the Commissioner of Internal Revenue and of other cognizant governmental authorities, as more particularly hereinafter specified and to the provisions of the AOCE 401k Savings Plan (hereinafter called the Plan) in the form now in effect as to the employees within the unit to which this Agreement relates shall continue to be effective while this Agreement is in effect as to such employees in accordance with and subject to the terms, conditions and limitations of the Plan.

**19.1(a) Company Matching Contributions.** The Company shall contribute to a Company Account on behalf of each Member. Such contribution shall be equal to one hundred (100) percent of the first four (4) percent of the Member's elective contribution.

**Section 19.2 IAM Pension** Each Month, the Company will contribute an hourly amount (stated below) for each hour that an employee is compensated for. The Company will not be required to pay in contributions for time taken off without pay or unpaid military duty.

Current	4/1/2018	4/1/2019	4/1/2020
\$2.25	\$2.50	\$2.75	\$3.00

## ARTICLE 20 DURATION

This Agreement shall become effective as of 1 April 2018 (which date is the date when this Agreement was executed, sometimes referred to as the "effective date of this Agreement"), and shall remain in full force and effect until midnight, 31 March 2020 and shall automatically be renewed for consecutive periods of one year thereafter (after 31 March 2020), unless either party shall notify the other in writing, at least sixty days, but not more than seventy-five days prior to March of any calendar year, beginning with 2020 of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight at the close of such March unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

Termination of agreement can only be taken if after 31 March 2020; ten (10) days written notice is served on the other party of its intention to do so. The contract shall terminate after such ten (10) day period unless specifically extended by written agreement.

#### MEMORANDUM OF UNDERSTANDING

## BETWEEN ALPHA-OMEGA CHANGE ENGINEERING, INC. AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO
DISTRICT LODGE 110 AND LOCAL LODGE 2296
Seymour Johnson AFB, North Carolina

Dated:

17 January 2018

The Company ("Alpha-Omega Change Engineering, Inc.") and the Union ("IAMAW-District Lodge 110 and its Local Lodge 2296") have met and negotiated at arms' length and in good faith all matters subject to bargaining, and upon successful ratification of the membership and approval of the Customer, will have a Collective Bargaining Agreement in full force and effect.

For the Company:

James E. Hartney

**Chief Executive Officer** 

For the Union:

ody Bennett

**IAM Aerospace Coordinator** 

#### SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be signed by their authorized representatives.

Dated this 17<sup>TH</sup> day of January 2018:

<b>International Association</b>	of
<b>Machinists and Aerospac</b>	е
Workers, AFL-CIO	

Alpha-Omega Change Engineering,

Inc. (AOCE)

Jody Bennett

**Aerospace Coordinator** 

ames E. Hartney

Chief Executive Officer

ames E. Hartrey

Anthony Cruz

DBR

Joh Beliveau

Negotiating Team

Glenn Samuelson Negotiating Team