

**ASO
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Akima Support Operations

and

**Air Engineering Metal Trades Council
And Affiliated Unions**

AFL-CIO



Dec 1, 2016 – Dec 31, 2019

CONTRACT

This contract is made and entered into by and between ASO, its successors or assigns (herein referred to as the Company) and Air Engineering Metal Trades Council and Affiliated Unions, AFL-CIO (herein referred to as the Union).

ARTICLE I APPLICATION AND PURPOSE OF CONTRACT

Section 1. Application. This contract applies to the employees in the recognized bargaining unit located at the Arnold Engineering Development **Complex**, Arnold Air Force Base, Tennessee, for those operations contracted to the Company by the United States Air Force. This contract applies to those wage employees of ASO who are permanently assigned to Arnold Air Force Base, TN whether they are temporarily assigned to work inside or outside the confines of the Arnold Engineering Development **Complex**, Arnold Air Force Base, Tennessee. This agreement contains all the conditions agreed upon and is effective between the Company and the Union, and supersedes all previous agreements, collectively or individually, between the Company and the Union. No agent or representative of either party has the authority individually to alter or to modify the Agreement. Any modification of the Agreement shall be made only by the mutual consent of both parties in writing.

Section 2. Purpose. The purpose of this contract is to set forth the agreement reached TBD between the Company and the Union, who are signatory hereto, as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

ARTICLE II RECOGNITION

Section 1. Recognition. Until such time as applicable Federal and Tennessee State Laws allow legal union shop agreements in collective bargaining contracts, the Company agrees to meet with representatives of the Air Engineering Metal Trades Council and Affiliated Unions, AFL-CIO, for the purpose of negotiating contracts. The Company recognizes the Union as the exclusive Bargaining Agent with respect to rates of pay, wages, hours, and other conditions of employment for the employees of the Company in the recognized Bargaining Unit as set forth below.

The recognized Bargaining Unit consists of all of the Company's base supply, freight, vehicle operations and maintenance, fire protection services, grounds maintenance and custodial employees within the classifications as set forth in Exhibit A attached hereto, and any new or revised job classifications as may be established in Article IX, Section 2 of this contract.

Excluded from the Bargaining Unit are all administrative employees, technical employees, draftsmen, technical assistants, photographers, office/clerical employees, professional employees, co-op education students, guards and supervisory employees as defined in the Labor-Management Relations Act and any other existing job classifications not covered by the above paragraph.

A Bargaining Unit employee, at the time he is hired, will be notified by the Company that the Union is recognized by the Company as the exclusive Bargaining Agent for the employees in the Bargaining Unit.

The Company will notify the appropriate Chief Steward of any new hire(s) into the Bargaining Unit within his seniority group.

No outside business activities will be conducted at AEDC, and no employee may perform work for another contractor/subcontractor currently engaged in work at AEDC. When job openings are declared by the Company, the appropriate Chief Steward and the Air Engineering Metal Trades Council (AEMTC), shall be notified electronically and in writing of approved position(s). Those openings will be filled in accordance with Article V of this contract. Recommendations received from the Chief Stewards in a timely manner will receive consideration.

Additionally, as part of a new employee's first day processing, the respective Chief Steward shall be allowed a brief introduction meeting.

Section 2. Anti-discrimination. There shall be no discrimination, interference or coercion against any employee because of membership or non-membership in the Union by the Company or any of its agents, and the Union likewise agrees that there shall be no discrimination, interference or coercion against any employee of the Company due to membership or non-membership in the Union.

Section 3. Equal Employment Opportunity. The Company and the Union agree to provide equal employment opportunity and affirmative action. The Company and the Union will comply with Executive Order 11246 and Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Act of 1974, and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, veteran status, or presence of a disability or handicap, or any other characteristic protected under applicable federal, state or local law in connection with employment, demotion, upgrading, promotion or transfer; recruitment or recruitment advertising; rate of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

Section 3a. Gender Neutral. Whenever the masculine gender is used in this agreement, it shall also refer to the female gender.

Section 4. Check off of Union Membership Dues. The Company agrees to deduct uniform Union membership dues by class of membership from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such dues from his wages each month and to remit such membership dues to the Union. Such check-off of membership dues shall continue so long as the employee is continuously a member of the Bargaining Unit, on the payroll, and unless withdrawn in writing by the employee effective as of the first day of March of any year within the life of this contract, or successive contracts, upon the Company's receipt of a written notice from the employee within a fifteen (15) day period immediately preceding the first day of March. The written notice from the employee shall be counter-signed by the Chief Steward and addressed to the Company with a copy to the Air Engineering Metal Trades Council by registered mail. An employee, at any time, may change his authorization for membership dues deductions from one class of dues to another class of dues within the Union.

The dues assignment and authorization form shall read as follows:

TO: ASO

ASSIGNMENT AND AUTHORIZATION OF UNION MEMBERSHIP DUES

I, _____, employee number _____, a member of _____ a local Union affiliated with the Air Engineering Metal Trades Council, AFL- CIO of Tullahoma, Tennessee, and an employee in the Bargaining Unit hereby cancel any and all authorizations heretofore given to you to deduct any Union Membership dues from my earnings. I hereby assign to the Air Engineering Metal Trades Council, AFL-CIO, during the time that I am continuously an employee in the Bargaining Unit on the payroll of ASO, such an amount as the Air Engineering Metal Trades Council, AFL-CIO, certifies in writing to the Company to be the periodic membership dues of my local Union. I authorize you to deduct such amount in the sum of \$ _____ from my wages bi-weekly, and to remit the same on my account to the proper officials of, and designated by the Air Engineering Metal Trades Council, AFL-CIO. In addition to the foregoing, deduct \$ _____ for the next _____ pay periods for my initiation fee. This assignment and authorization may be cancelled or revoked pursuant to the provisions of Article II of the contract between the Company and the Union.

Date: _____

Signed: _____

Section 5. Company Recognition. The Union recognizes that the Company shall exercise the exclusive responsibility for the operation, maintenance and management of the work and areas which ASO, its successors and assigns, under contract with the United States Air Force, is currently operating or may acquire during the duration of this contract, at the Arnold Engineering Development **Complex**. Such responsibility shall include the right to select, assign, and direct the working forces, determine job content, qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regulations for efficient operation, provided that the Union rights set forth in this contract, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed, or modified by this clause.

Section 6. Outsourcing Work. The Company may at times subcontract work, which in its opinion can be performed efficiently and economically by outside contractors who bid in a freely competitive environment. The Council will provide the Company with a list of craft union contacts that the Company may use when additional workers are required.

ARTICLE III GRIEVANCE PROCEDURE

Section 1. Stewards and Grievance Committee. The Company agrees to recognize one Chief Steward for each affiliated Union of the AEMTC. An alternate will be appointed by each affiliated Union to cover the absence or unavailability of a Chief Steward. The Chief Stewards (or alternates) and the Chairperson of the Insurance/Pension Committee (or alternate) will be given time at regular rate of pay to handle Union business associated with grievances, issues related to this CBA, Company policies, on-site jurisdictional issues, and employee benefits. Chief Stewards will notify their supervisors as soon as possible prior to requiring release for Union business in order to help minimize schedule and work interruptions. Chief Stewards, the President and Secretary of the Council, , Grievance Committee and Insurance/Pension Committee, shall work the day shift Monday through Friday (except for the optional four (4) day work week schedule). During the period that an employee is holding the office as a Chief

Steward for the Union or is holding the office of President or Secretary of the Council, he shall be placed at the top of the seniority list of employees within his seniority group. At the end of his term of office, he shall be returned in seniority to his proper place on the seniority list as determined by Article V of this contract. The Company will not be required to lay off ex-Union officers and recall more senior employees who were laid off while the ex-Union officer was at the top of the seniority list.

Council President and Recording Secretary shall not be transferred from their work area unless there is no work in their classification, which they can perform.

The Company also agrees to recognize a Union Grievance Committee who shall be selected by the Union. The Union Grievance Committee will function in the adjustment of grievances.

The Union shall notify the Company in writing of any changes in personnel of the Chief Stewards, President or Secretary of the Council, Grievance Committee and Insurance/Pension Committee.

Section 2. Discussion. Any employee having a complaint shall, with or without his Chief Steward, discuss the matter with the immediate Supervisor in the section where the alleged violation occurred. In the absence of the affected employee, the employee's Chief Steward shall represent him concerning said complaint. If the complaint is not satisfactorily adjusted by the Supervisor, it may be considered a grievance and be referred to the grievance procedure. If there are multiple grievants in response to an action or event in which only one grievant could be given redress, the grievance will be consolidated for purposes of the grievance meeting at each step, unless one of the grievants works a shift other than the day shift. This Section will not be considered part of the grievance procedure.

Section 3. Grievance Procedure. Any grievance arising under the terms of this contract or an alleged violation thereof shall be handled in the following manner:

Step 1. An employee or group of employees, having a grievance shall first take the matter up with the Chief Steward, who shall attempt to adjust the matter with the First Line Supervisor or designated representative in the section where the alleged violation occurred. Unless settlement is reached within three (3) working days, the grievance may be carried to Step 2.

Step 2. If processed to this step, the issue will be reduced to writing on a form mutually agreeable to the Company and the Union and submitted by the Union to the Manager or his designated representative who will hold a hearing within five (5) working days after receipt of the form, with a Union committee consisting of the Chief Steward, one (1) employee, and one (1) member of the permanent grievance committee. If a Labor Relations representative is to be present at the hearing, the Union will be represented by a principal officer of the Council. An answer will be given in writing to the Union with a copy to the Chief Steward within five (5) working days after the hearing. Failing satisfactory adjustment, the matter will be referred to Step 3.

Step 3. If processed to this step, the written grievance will be referred to the Project Manager or designee for final hearing and possible settlement by the designated Company representatives and the Union grievance committee. Third step grievance will be held on a mutually agreeable date(s) each month, which is established in advance. An answer will be given in writing addressed to the Secretary of the Council with a copy to the Chief Steward within seven (7) working days after the hearing. If no agreement is reached, the matter may be referred to mediation in accordance with Article IV.

In order to expedite the procedure, grievances settled in the first step or second step of the grievance procedure will not be held as establishing precedent for future grievances.

It is understood that the provisions of the Labor-Management Relations Act shall be applicable to the above described grievance procedure.

NOTE: After receiving payment from the trustees of the Retirement Plan the retired person will have seven (7) days to grieve concerning error in payment with the Plan Administrator.

Section 4. Time Limits. Any grievance not taken up with the immediate Supervisor in the area in which the alleged violation has occurred within seven (7) working days after the occurrence of the incident complained of cannot be processed through the grievance procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within seven (7) working days after a decision has been rendered by the Company. All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be made by mutual agreement.

On grievances involving monetary items, time limits do not begin until checks covering said alleged violations are received by the employees.

The Union's failure to carry a grievance from one step to another or to arbitration shall be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event the Company does not answer a grievance within the time limits, the grievance may be processed to the next step in the procedure, to Mediation and/or arbitration, as the case may be.

In the event an employee is to be discharged for cause, the Company shall notify his Chief Steward immediately. If the Chief Steward does not agree, the Union may within five (5) working days file a grievance in the third-step of the grievance procedure.

The issue of timeliness of any grievance must be raised at the earliest possible time in the grievance procedure, but in no event later than the third-step hearing.

Section 5. Pay for Grievance Time. Chief Stewards and other employees who are members of the Union Grievance Committee may assist in the settling of grievances under this Article without loss of pay, provided they arrange with their Supervisor to leave work for the purpose of handling a grievance.

Grievance hearings shall be scheduled during the grievants work shift. Members of the Union Grievance Committee will not receive pay for attending grievance hearings held at times other than during their work shift.

With proper approval of the Labor Relation Administrator, members of the grievance committee will be able to meet on the clock without loss of pay in order to assist in the settling of grievances.

ARTICLE IV MEDIATION/ARBITRATION

Section 1. Mediation. If the grievance is not settled in Step 3 within seven (7) working days, the grievance shall at the insistence of either party, be submitted for mediation and conciliation. The parties shall mutually contact the FMCS requesting assistance in settling the grievance. The FMCS shall assign a Mediator to the case. The Mediator assigned shall not have the authority

to alter, vary, or add to the terms of this Agreement. If settlement is not reached the grievance may be referred to arbitration according to this article. Time limits set forth in this article shall be considered mutually extended while utilizing mediation.

Section 2. Arbitration Procedure. Any controversy which has not been satisfactorily adjusted under the grievance procedure and which involves

- a. the discharge of an employee, or
- b. the interpretation or application of the provisions of this contract, or
- c. an alleged violation of the contract may be submitted for settlement to the arbitrator within fifteen (15) working days after the final action taken under the third step of the grievance procedure.

The arbitrator for each case will be chosen in the following manner: The parties agree to place all of the names of current active members of the Federal Mediation and Conciliation Service (FMCS) roster of arbitrators into a selection pool. The parties will alternately draw one (1) name from the pool until five (5) names have been drawn. The parties will then alternately strike names until one (1) name remains and the remaining name will act as arbitrator.

Each party shall bear its respective expenses, and the expenses incident to the services of the arbitrator shall be borne equally by the Company and the Union.

The arbitrator shall be requested by the Company and the Union to render a decision within thirty (30) calendar days after the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, to disregard, or to modify any of the terms of this contract.

When either party receives the list of arbitrators, they shall contact the other party and inform them of such receipt. If an arbitrator is not selected within thirty (30) calendar days of such contact or a new list of arbitrators is not requested, the grievance will be considered withdrawn.

ARTICLE V SENIORITY

Section 1. Seniority. The seniority of an employee shall be determined by his employment date or transfer date into the Bargaining Unit, whichever is later. By the term "seniority group" is meant one of the groups consisting of one or more Skill Sets listed in Exhibit A of this contract.

On and after December 22, 2003, the lowest last four digits of the SSN (Social Security Number) will determine the greater seniority for same date hires, rehires, or transfers. In the event there is a tie with the last four digits of the SSN, go to the lowest preceding number until the tie is broken.

When employees are transferred permanently from one seniority group to another, it shall be done by mutual agreement of the Company and the Union. Employees so transferred and who fail to qualify for the job to which they are assigned within a three (3)-months' period may be returned to their previous seniority group without prejudice to their rights to later be transferred to the same or another job for which they may qualify.

The Company will provide the Council upon request or at least semi-annually summaries of the wage employees' moves to fill openings through permanent promotions, permanent transfers, and employees hired into the Bargaining Unit.

Section 2. Loss of Seniority. Seniority shall be lost by an employee under the following circumstances:

When he is discharged by the Company.

- a. When he quits the service of the Company upon his own volition.
- b. When he does not properly report when recalled from layoff, as set forth in Section 9 of this Article.
- c. When he is not recalled during a period of twenty-four (24) consecutive months after being laid off.
- d. When a bargaining unit employee is promoted or transferred to a nonbargaining unit position as provided for in Section 5 of this Article.
- e. When a Bargaining Unit employee who is on a leave of absence as an officer or representative of a Union fails to return to work at the completion of his authorized leave of absence as provided for in Article VI.

Section 3. Probationary Employees. A new regular full time employee shall be considered a probationary employee for the first 120 days of employment in a single seniority group and at the end of this period, if he is retained, his name shall be placed on the seniority list and his seniority shall start from the original date of hire.

A probationary employee shall be allowed to participate in all fringe benefits and use accrued vacation and sick leave after first 60 days of employment.

The Union shall be notified in the event of discharge of a probationary employee.

The termination of employment of an employee during the probationary period shall not be subject to the grievance procedure.

Section 4. Seniority List. The Company agrees to compile and furnish every four (4) months to the Council copies of a seniority list showing the seniority of each employee in the Bargaining Unit. Employees shall have fifteen (15) days following the posting of the seniority list or following return from leave or vacation to raise objections as to the correctness of the list. The Union will provide the Company with a skill set document for ASO employees within thirty (30) days of ratification of the Agreement. From that point forward the Company will keep the skill set document updated and provide the Union a copy quarterly if there are any changes.

Section 5. Seniority Status Outside the Bargaining Unit. A Bargaining Unit employee who is promoted or transferred to a position outside the Bargaining Unit will continue to accumulate seniority for a period of thirty (30) days following the date of his promotion or transfer. Should the employee remain in a Non-Bargaining Unit position beyond the thirty (30) day period, he will lose all seniority accumulated under the contract.

Section 6. Promotions. Promotions of employees within the Bargaining Unit shall be made on the basis of the necessary qualifications to perform the work and seniority. If qualifications to perform the work of the skill set are considered equal, the senior employee shall be given preference. Should the Union disagree with the Company's selection of the employee who is promoted under this section of the contract to the extent the matter is processed to arbitration; the burden of proof will rest with the Company. Any Bargaining Unit employee who is

temporarily promoted out of the Bargaining Unit in the future shall have all rights under this contract.

Section 7. Filling of Vacancies. In case there is no one in a seniority group qualified for promotion under Section 6 of this Article, the Company may fill vacancies in the following manner:

- 1) Promote from within the Bargaining Unit.
- 2) Hire from outside the Bargaining Unit.

A temporary promotion which does not involve all of the substantial aspects of the higher paying skill set, will not necessarily by itself satisfy the minimum qualification requirements of a regular full time assignment in the higher paying skill set. For purposes of full time promotion, candidates must still meet the minimum requirement of the regular full time job.

Section 8. Layoffs. When decreasing the work force, probationary employees, apprentices, and interns shall be the first to be laid off from the affected Skill Set within the seniority group/skill sets within a job classification. When it becomes necessary to lay off employees in any seniority group/skill set, the employees with the least seniority shall be laid off first.

Leaderman and journeyman skill sets will be combined for lay off purposes only and the employees with the least seniority in the combined list shall be laid off first.

An employee scheduled to be laid off shall be given an opportunity to accept an assignment into one of the seniority group/skill sets, to which he has previously been assigned and held seniority, provided his seniority exceeds that of any employee in his previously assigned seniority group/skill set.

If a job opening later occurs in the employee's seniority group from which he was laid off, he shall be recalled to said seniority group if his seniority exceeds that of other employees having recall rights to that seniority group/skill set. The company will maintain a special list of individuals that have held seniority in any previous job.

Section 9. Recalling. The only individuals entitled to recall pursuant to this Article are individuals who have been hired by, employed with and then laid off from ASO. Recalling shall be in reverse order of layoffs within a seniority group/skill set. The recalled employee shall return to the former classification and seniority group/skill set held at the time of lay off.

Employees being recalled shall be notified by **telephone and e-mail if provided. If telephone or e-mail contact cannot be made, the employee shall be notified by certified mail**, mailed to the last address on record in the Company's files. **The AEMTC President and/or Recording Secretary will be regularly advised of the notification status.** If the Company does not receive a reply from the employee to said letter within six (6) days from the date of its delivery, **as verified via electronic Postal Service records** in which the employee agrees to report for work within two (2) calendar weeks after he has received said notification, or if the Post Office returns said letter to the Company because the addressee has moved, or the employee does not report for work on the date he agreed to report as provided in this section, the employee will be considered to have forfeited all recall rights, unless these time limits are extended by the Company. In case of an emergency the Company may temporarily fill any vacancy. Laid off employees who are offered jobs of less than forty-five (45) calendar days' duration by the Company will not lose their seniority if they do not accept the offer. Qualified employees may be hired while laid off employees are being recalled.

Section 10. Seniority During Absences. Employees will continue to accumulate seniority when absent due to occupational illness or occupational accident. Employees will continue to accumulate seniority when absent due to personal illness for a continuous period of **twenty-four (24)** months. Seniority will also be accumulated during leaves of absence granted in accordance with Article VI of this contract, and for approved leaves of absence for other personal reasons not in excess of thirty (30) days.

Section 11. Job Posting. In the event of a new job, or a vacancy to be filled, the Company shall internally advertise via email and memo to the Council a description of the job or vacancy and rate of pay.

Interested ASO wage employees shall submit a resume to the Project Manager/administrative Assistant. Consideration will be given any permanent employee who bids on the new job or vacancy within a period of seven (7) working days from the date of the initial posting.

Employees will not be allowed to bid laterally, except as provided in Article II, Section 3. Other Council wage employees (non-ASO) interested in a position will submit an application to the Akima career website.

A new job is defined as an additional permanent position within the Bargaining Unit. A vacancy is defined as a vacated position.

Requirements stated on the job posting will accurately reflect duties of the job to be filled and will be within the scope of the job description.

Employees temporarily absent or in layoff status may arrange with their Chief Steward to file a job bid form in their behalf.

Filling of vacancies caused by vacations, disabilities, and leaves of absence shall not be subject to the posting procedure.

Section 12. Shift or Schedule Preference. The employee with the oldest seniority within a classification within a seniority group/skill set shall have **one (1) shift or schedule preference once every six (6) months (minimum of 6 months between shift or schedule preferences starting October 1, 2013)** when shift or schedule changes occur. **Schedule preference requests referenced above must involve a different work week schedule (i.e. different workdays).**

Employees will not be allowed to use their shift or schedule preference request(s) to obtain a shift or work schedule created to support a temporary operational need of thirty (30) days or less. The Company and Union may mutually agree to extend this limitation if the temporary shift or work schedule continues for more than thirty (30) days. Temporary operational needs include; a specific Test project, an Investment project, Turnarounds, Emergency or major maintenance or other such programs.

Employees will bump on their Overtime list first, then to Section, Branch, Department and then base wide in that order as their seniority dictates.

A withdrawal of a shift or schedule preference request will count as a shift or schedule preference and the employee will not be able to submit a shift or schedule preference request again for six (6) months. The shift or schedule preference shall be effective no more than two weeks after notice is given to allow for orientation and training. (See Agreement 7.)

This provision shall not be used to remove essential skills or operating capability from any single operating unit.

Section 13. IDP Extended Disability (LOA).

IDP provisions regarding supplementation, accruals, medical insurance premiums, etc. will terminate on 29 September 2015.

Employees are placed in an extended disability (LOA) status after they have used their sick leave, and accrued vacation. **Employees will be terminated after two (2) years on IDP from the date of disability (last day worked). If employee receives a negotiated settlement from the IDP carrier termination will be effective as of the date of settlement.**

All accruals/benefits (vacation, sick leave, holidays, funeral leave, and any other form of remuneration) will stop after twelve (12) consecutive months on IDP or if vacation, sick leave, balances are exhausted prior to the end of twelve (12) months starting with the date of disability (last day worked).

NOTE: Employees that return to work for more than ninety (90) consecutive days will have their IDP provisions reset on day ninety-one (91).

Employees who are in extended disability status will continue to accrue seniority in accordance with Section 10 of this Article; however, such employees shall neither earn, receive or accrue length of service for any other benefits nor shall such employees earn, accrue or receive vacation allowance pay, holiday pay, funeral pay.

The Company will pay the same percentage of the premium cost as the current health plan employer contribution and the employee will pay the same percentage of the premium cost as the current health plan employee contribution. The Company will continue to pay the same percentage of the premium cost as the current health plan employer contribution for Bargaining Unit employees in an extended disability status **(LOA)** (employees exhausting their sick leave, and accrued vacation) beginning with the date said employee becomes disabled **(last day worked)** and remains disabled as determined by appropriate medical authorities as set forth in the contract, but in no event longer than **twenty-four (24)** consecutive months from the day of disability **(last day worked)**.

ARTICLE VI LEAVES OF ABSENCE

Section 1. Union Representatives. Accredited Union representatives shall be granted a reasonable number of leaves of absence without pay, not exceeding ten (10) calendar days consecutively to attend conventions or other operations. It is agreed that ten (10) days' notice of such leaves of absence will be given except in emergencies, and that not more than six (6) employees shall be absent at any one time for such purpose, except for council referendum votes, contract negotiations, or by special request of the Union; and if conditions will permit, this number may be increased by permission of the Company.

Such leaves of absence shall not affect the seniority of employees.

Section 2. Extended Leave. Any employee whose continued absence of a longer period is necessary because of his duties as an officer or representative of the Union will be given a leave of absence for the term of his office, and be renewable at the Union's request without pay for such purpose. Upon his retirement from such office, he shall be entitled to return to his old position or a position of the same class without loss of seniority, provided he reports for work within fifteen (15) days following the expiration of his leave. An employee granted such leave of absence shall return all security identification issued to him.

ARTICLE VII HOURS OF WORK AND OVERTIME

This article defines the workday, workweek, rest days, and regular work schedule and the manner in which these affect payments made to employees. Nothing in this article shall be construed as a guaranty or limitation of hours worked, nor as a restriction on the Company in adjusting the working schedule to meet operating requirements.

For the purpose of this contract, the employee's straight-time rate is the rate of pay per hour exclusive of shift differential, overtime premium, work assignment pay outlined in Article XIV, Section 3a and other forms of remuneration. The regular rate is the rate of pay per hour including applicable shift differential and work assignment pay, but excluding overtime premium and other forms of remuneration.

Section 1. Definitions.

- a. The established workweek for all employees shall be the seven (7) day period beginning at 12:00 am Sunday morning. The workweek shall end for overtime pay purposes at 11:59 p.m. Saturday evening, unless an employee's fifth workday has not ended.
- b. An employee's workweek shall consist of five (5) days of work (eight (8) consecutive hours each day) and two (2) rest days within the established workweek. The employee's rest days must be consecutive but may fall in two different workweeks.
- c. An employee's work schedule is the days and hours an employee is scheduled to work within his established workweek. For further details, see Section 3 of this Article.
- d. An employee's workday is a period of twenty-four (24) consecutive hours starting at the time the employee is scheduled to begin work on the first work-shift in the established workweek. Each succeeding workday is a twenty-four (24) hour period beginning at the same hour of the day, except that the workday immediately preceding a rest day will end at 11:59 p.m. for employees assigned to a non-overlapping work-shift.
- e. The work-shift is the specific hours an employee is scheduled to work on each of the five (5) scheduled workdays in the established workweek. When an employee's scheduled work-shift overlaps the calendar rest day by thirty (30) minutes or less, the time of overlap will be paid at time and one-half of the regular rate.
- f. Rest days are those days on which an employee is scheduled off during the established workweek. The two (2) rest days may fall on any days and in different established workweeks, but will be consecutive.

Section 2. Normal Hours.

- a. The day shifts (shifts with starting times between 5:30 am and 7:30 am Monday) will consist of eight and one-half (8-1/2) hours and will include a thirty (30) minute unpaid lunch period. The lunch period may be taken within thirty (30) minutes before or after the employee's normal lunch period. Lunches not observed during this one and one-half (1-1/2) hour period at the direction of the Company will be counted as hours worked and paid at the appropriate rate.
- b. The normal second or fixed evening shift shall consist of five (5) days of eight (8) consecutive hours beginning **between 2:00 and 4:00 p.m.** Monday.

- c. The normal third or fixed late night shift shall consist of five (5) days of eight (8) consecutive hours beginning **between 10:00 p.m. and 12:00 a.m. Sunday.**
- d. Odd shifts are those shifts that are neither fixed nor rotating and may begin at irregular hours or on irregular days in the established workweek. Employees working odd shifts will be scheduled for eight (8) consecutive hours and five (5) days per week.
- e. Changes in the normal number of hours per day or per week may be made by mutual agreement of the Company and the Union.
- f. It is understood that all shifts will be posted in accordance with Section 3a.

Section 3. Work Schedules.

- a. An employee's regular work schedule is his five (5) scheduled workdays within the established workweek, such schedule to be determined by the Company and posted at least by the end of the day shift on Thursday of the previous week.

If operational requirements change, employees may be assigned to a new regular work schedule provided the new regular work schedule is properly posted without the payment of premium pay providing a minimum of twenty-four (24) hours will elapse between the end of their last work-shift in one workweek and the beginning of their first work-shift in the following workweek.

- b. A minimum of twenty-four (24) hours' notice in advance of the beginning of a new shift shall be given employees of any change in the posted hours. An employee who has not received twenty-four (24) hours' notice in advance of any shift change will be paid time and one-half (1-1/2) for the first eight (8) hours of such change. Employees required to change shifts a second time within the workweek will be paid time and one-half (1-1/2) for the first eight (8) hours of the second change.
- c. When Saturday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first rest day within the established workweek shall be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the second rest day within the established workweek shall be considered to be Sunday.
- d. All absences with pay shall be counted as time worked for overtime considerations.
- e. Employees may trade shifts or days off within their own skill set, with the prior approval of their respective Supervisor, provided that no overtime is created by the exchange of shifts or days off.

Section 4. Time and One-Half. Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of forty (40) in the established workweek, or
- b. For the 9th, 10th, 11th, and 12th hours worked in the workday, or
- c. For the first eight (8) hours worked on Saturday or for the first eight (8) hours worked on the employee's first rest day in the established workweek.

Section 5. Double Time. Overtime at the rate of two (2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of twelve (12) during any workday, or
- b. For hours worked in excess of eight (8) on Saturday, or for hours worked in excess of eight (8) on the employee's first rest day in the established workweek, or
- c. For all work performed on Sunday, or for all work performed on the employee's second rest day in the established workweek and for those continuous hours which begin before 11:00 p.m. Sunday and continue after 11:00 p.m. Sunday, prior to the beginning of the employee's posted work-shift.
- d. For those hours worked which are not identified as workdays or rest days.
- e. For all continuous hours worked in excess of twelve (12).

Section 6. Holidays. The following holidays will be considered as paid holidays effective 1 January 2017:

New Year's Day Martin Luther King, Jr Day Presidents Day Memorial Day Independence Day

Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Day

An employee's holiday will be the twenty-four (24) hour period beginning at the time the employee is scheduled to begin work on his work-shift which starts during the calendar holiday.

When a recognized holiday falls upon an employee's first scheduled rest day, the workday immediately preceding shall be observed as his holiday; when a holiday falls upon his second scheduled rest day, the next succeeding scheduled workday shall be observed as his holiday.

If a designated holiday occurs during an employee's vacation, the employee will receive eight (8) hours' pay at straight time and the holiday will not be charged against the employee's accrued vacation.

Holiday hours for employees out on IDP will be paid at the regular rate of pay and will not be converted to vacation nor be used to supplement IDP.

Section 7. Call-In. An employee who is notified by the Company to report for work outside of his regular shift shall receive not less than the equivalent of three (3) hours' pay at time and one-half (1-1/2) his regular rate for such call-in; however this guaranty is not applicable under the following conditions:

- a. An employee is notified prior to the end of his previous work-shift of an early starting time on the next work-shift.
- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside his regular shift, does not report at the specified time or within a reasonable period thereafter.

Section 8. Reporting for Work. Any employee who properly reports for work on his regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours' pay at his regular hourly rate, unless he has been notified not to report to work at least by the end of his last regular shift. Temporary employees receive a minimum of two (2) hours pay. The most

senior volunteer will have the option of being relieved of duty within a skill set, within an overtime list when it is reasonable to do so before the junior employee is relieved of duty.

Section 9. Lost Time. The Company will use one-tenth (1/10) of an hour (6 minutes) as a unit in computing tardiness. If an employee clocks "in" from one (1) to six (6) minutes late, the employee will lose one-tenth (1/10) of an hour (6 minutes). For tardiness beyond six (6) minutes, the regular procedure of computing time in multiples of six (6) minute intervals will apply. Employees leaving the job early will be considered tardy on the same basis as if they reported to work late. Employees shall not be required or permitted to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

Section 10. Exchange of Jobs. When an employee is assigned to a higher paid job he will receive the higher rate for the time he is on the job.

Section 11. Pyramiding of Overtime. The allowance of overtime pay on any hour for which an employee receives compensation eliminates that hour from consideration for overtime pay on any other basis. If overtime worked falls under two (2) or more pay rates, the higher rate shall prevail in determining overtime pay.

Section 12. Offsetting Overtime. An employee shall not be required to take time off from his regularly scheduled normal workweek in order to offset overtime.

Section 13. Assigning and Posting Overtime. Opportunities for overtime work assignment shall be divided as equally as reasonably practical among qualified employees who regularly perform the work during non-overtime hours.

The Company and the Union will review all overtime distribution lists the first week of April and July of the contract year for the purpose of reducing problems of the overtime list.

A new employee, at the end of his probationary period, will be charged with the same amount of overtime hours as the highest man within his skill set, on his overtime list.

If an employee is offered overtime and refuses, for any reason, he will be charged on the overtime list for the hours refused.

If it is necessary, after first offering the overtime to all the employees on the overtime record, to direct the low employee on the overtime record to work; he will be charged for the hours refused in addition to the hours that he is directed to work.

An employee who is absent because of illness or a disability will not be offered overtime and will be removed from the applicable overtime list. Upon returning to work from such illness or disability he will be replaced on the overtime list in the relative position to the high man (the same differential of hours) as he held prior to becoming ill or disabled. An employee who incurs a limitation because of an illness or disability which prohibits overtime assignments will not be offered overtime and will be removed from the overtime list during such restriction. When able to work overtime, he will be replaced on the overtime list in the relative position to the high man (the same differential of hours) as he held prior to becoming ill or disabled. An employee whose restriction does not prohibit overtime assignments will be offered overtime. The determination as to whether an employee with a restriction can or cannot accomplish a particular overtime assignment shall be made by the Supervisor.

An employee who is instructed by his Supervisor to work unscheduled overtime after the end of his shift will be offered a minimum of one (1) hour. If the work is completed in less than one hour, the employee may elect to clock out and be paid for time worked.

Overtime hours, before they are posted on the overtime record, will be translated into the equivalent straight-time hours to the nearest one-tenth (1/10) hour, i. e., one (1) hour paid at double time will be posted as two (2) hours. Hours worked on holidays are not overtime and will not be posted as such on the overtime list. All hours worked on holidays shall be offered on the basis of seniority within an overtime list.

Employees who have scheduled four (4) or more hours of vacation will not be asked to perform overtime work during this period. Employees who have scheduled at least four (4) hours vacation at the end of a shift will not be offered overtime until he properly reports for the next scheduled work shift. An employee who has scheduled at least four (4) hours of vacation at the beginning of a shift will not be offered overtime from the end of his last scheduled work-shift prior to the scheduled vacation until he properly reports for his next scheduled work-shift.

However, if the employee has scheduled vacation, he may elect to be available for overtime and notify his Supervisor of such at the time of his scheduling of vacation. If the employee subsequently refuses such offered overtime, he will be charged according to paragraph 10 of Section 14.

ARTICLE VIII VACATIONS

Section 1. Vacations. Regular full time employees shall receive vacations in accordance with their Company service. Time spent in layoff, leave of absence exceeding thirty (30) days, and other separations from the payroll will not be computed in determining length of Company service.

Regular full time employees will be credited with vacation on a pay period basis for each month of employment (**accruals will stop for employees on IDP after twelve (12) months or when current leave balances are exhausted, whichever occurs first**). No employee will be allowed to schedule vacation until after two (2) months of employment. The maximum accrual at the end of December 2004, and each year-end thereafter, will be 240 hours. Regular full time employees hired on or before December 22, 2003 and those hired from the preferential hiring list on or before December 22, 2006 will accrue vacation on a monthly basis in accordance with the following schedule.

Years of Company Service	Accrual per Pay Period of Employment
0 to less than 5	3.69 hours
5 to less than 10	4.15hours
10 to less than 15	5.08 hours
15 to less than 20	6.0 hours
20 to less than 25	6.46 hours
25 to less than 30	6.92 hours
30 and over	7.38 hours

New employees hired after December 22, 2003 will accrue vacation in accordance with the following schedule:

Years of Company Service	Accrual per Pay Period
0 to less than 5	3.08 hours
5 to less than 10	3.85 hours
10 to less than 15	4.62 hours
15 to less than 20	5.38hours
20 to less than 25	6.15 hours
25 years and over	6.92 hours

In addition to the above, full time regular employees hired on or before September 30, 2005 will accrue an additional eight (8) hours of vacation on October 1st each year thereafter. New employees hired on or after October 1st, 2005 will not receive the additional eight (8) hours of vacation as noted above.

- a. **Scheduling Vacations**
The Company will give preference as to the dates in accordance with employee seniority and the operational requirements of the Company. Any requested vacation must be approved by the Company before it is to start.
- b. Vacation payment will be calculated on the basis of an employee's straight-time hourly rate.
- c. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he or his survivors will be paid accrued vacation not to exceed two hundred forty (240) hours.
- d. Absence of an employee on his scheduled workday, immediately preceding or following his vacation, may not be excused for any reason except unavoidable circumstances.

ARTICLE IX WAGES AND BENEFITS

Section 1. Wage Schedules. The Company and the Union agree that wage rates shown, as Pay Scales in Exhibit A to this contract shall become effective each October 1 thereafter for the term of this agreement.

Section 2. New or Revised Skill Sets. When it is necessary to establish a new skill set or revise an existing skill set, the Company and the Union will negotiate a job title and a wage rate for the new or revised skill set.

Section 3. Promotions. An employee promoted to a higher skill set will receive the starting rate of the new skill set. When an employee is promoted from one position to another, the employee

will receive no less than the percentage he or she is at upon promotion. The employee will thereafter progress to the job rate in accordance with the progression schedule for the new skill set.

Section 4. Demotion. When an employee is demoted to a lower paying skill set, either at his own request or when no other work is available that he can perform, he shall receive the maximum rate of the lower skill set as of the date of the demotion except that, if his present rate is below the maximum rate of the job to which he is being transferred, the employee shall receive the next closest rate step that does not provide an increase in pay.

Section 5. Pay Day. Payday shall be bi-weekly and employees will be paid on Friday following the end of the pay period. Direct deposit will be required of all employees. Paycheck errors of less than \$50 will be corrected with the next regularly issued paycheck.

Section 6. Shift Differential. A shift differential will be paid to employees **who are assigned to these shifts only:**

- a. **2nd shift – \$1.50 per hour.**
- b. **3rd shift – \$3.00 per hour.**

This differential shall not apply for shift overlaps of less than one (1) hour. Employees working overtime will receive the shift differential, if any, in effect during such overtime hours.

Section 7. Overtime Lunches. Any employee, upon the completion of **twelve or more** continuous hours of work, excluding his regular lunch period, will be paid a meal allowance of **five dollars (\$5.00).**

Section 8. Saturday and Sunday Premium Pay. Employees who are scheduled to work on Saturday as a part of their regular work schedule shall be paid fifty cents (\$.50) per hour in addition to their regular rate for Saturday's work. Employees who are scheduled to work on Sunday as part of their regular work schedule shall be paid one dollar (\$1.00) an hour for work performed on Sunday. The fifty cents (\$.50) premium paid for Saturday and the one dollar (\$1.00) premium paid for Sunday shall not be considered in determining overtime payments nor shall they be considered for employees who are working overtime on Saturday or Sunday.

ARTICLE X CONTINUITY OF OPERATIONS

Section 1. Continuity of Operations. There will be no strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation by any Company employee or employees in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

If it is contended that the discharged employee did not violate this section of the contract, the Union may, within two (2) days after the employee is discharged, contest the discharge by filing a grievance initially in the third step of the grievance procedure; the grievance shall be subject to arbitration under Article IV.

ARTICLE XI PHYSICAL EXAMINATIONS

Section 1. Physical Examinations. An applicant for employment, as a part of the employment process, must meet certain minimum standards of health and physical fitness as determined by a physical examination. A physical examination, if required for the job classification, will be given by a licensed physician appointed by the Company.

Employees' physically handicapped and/or restricted as a result of occupational or non-occupational illness or injury shall be given special consideration for continual employment. The Company will assign such employees to work that they can perform within their limitation. The Company, principal Council Officers, and the Union Chief Steward at the Company department level will mutually agree on the assignments contrary to the contract. If the nature of the employee's handicap or restriction prohibits agreement at the department level, the Project Manager will resolve the matter with the principal Council Officers and the Chief Stewards involved. Such employees shall have the right to accept or reject such assignments. Refusal of such assignments shall result in medical termination.

Section 2. Ability to Work after Injury, Illness or Physical Impairment. In case an employee returns to work after being absent because of layoff or due to injury, illness or physical impairment, the Company may require him to furnish a certificate signed by the Company physician showing that he is physically fit to return to work. If the physician finds that the employee is not physically fit to return to work, the employee may obtain a physical examination by a second physician agreeable to him, at his expense. If the findings of the second physician are that the employee is physically fit to return to work, then the employee may submit to an examination by a specialist agreeable to the employee and the Company, at the expense of the Company, and the opinion of the specialist shall be final.

An employee who becomes eligible for non-occupational disability pay after receiving his layoff notice because of a reduction in force but before the effective date of layoff may be required to submit to a physical examination by the Company physician any time that he is receiving such pay. If there is any disagreement in the findings between the Company physician and the employee's physician, then the employee must submit to an examination by a specialist agreeable to the Company and the employee, at the expense of the Company, and the opinion of the specialist shall be final.

ARTICLE XII SAFETY

Section 1. Protective Equipment. Where necessary for the safety and health of its workers, the Company shall provide protective clothing and safety equipment. Safety shoe purchases are reimbursed up to \$100.00. Prescription safety eye wear is the responsibility of the employee.

Section 2. Good Housekeeping. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

Section 3. Hazardous Work. Employees may refuse to perform extremely hazardous jobs until a written determination is made by a member of the Company's Safety Office that necessary precautions are being observed.

Section 4. Drug-Free Work Force. It is agreed that the Company and the Union fully support and agree to comply with the Drug Free Workplace Act of 1988 and applicable Department of Defense and Department of Transportation regulations **and includes the expanded Air Force and DOT drug testing panel as follows: Codeine, Morphine, Hydrocodone, Hydro-morphone, 6- Acetylmorphine (Heroin), Oxycodone, Oxymorphone.** Both parties agree that any drug abuse policy published by the Company shall not exceed the minimum requirements of the Drug-Free Work Place Act of 1988, existing ASO policies and procedures or contractual commitments of ASO in its contract with the Government at AEDC. The Company further agrees not to require drug testing of employees until such testing becomes a requirement of its contract, at which time the Company and Union will negotiate a drug testing program to ensure that the mutual best interest of the Company and the Union is protected.

Alcohol and drug testing will be required of the following:

- a. Employees who are or will be assigned to sensitive positions
 - b. When there is reasonable suspicion that an employee uses illegal drugs or is violating this program on alcohol and drug abuse.
 - c. As part of a follow-up to alcohol and drug counseling or rehabilitation.
 - d. When an employee has been involved in an accident or unsafe practice.
 - e. As part of a random drug testing program.
 - f. Employees subject to random testing pursuant to DOT regulations.
 - g. As required in writing by the AEDC contracting officer.
 - h. As part of an annual or periodical physical examination for employees that have to hold DOT licenses (unless the employee has been tested and a negative result reported within the previous ninety (90) days).
3. If an employee tests positive, before the Company meets with the employee to discuss the test results, the Company will advise the employee of his right to have Union representation, and, if requested, the interview will not take place until an available union representative is given the opportunity to be present. Employees are subject to the provisions of the company's substance abuse policy and procedure including the disciplinary policy established there under.

ARTICLE XIII PROTECTIVE SECURITY

Section 1. Protective Security. The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for such information by the United States Government. No person will be cleared for such information except where the information is necessary for performance of work desired by the United States Government. It is recognized that the Company has agreed not to employ any person designated by the United States Government whose employment is considered prejudicial to the government and to remove from the work

and exclude from the Arnold Engineering Development **Complex** any person whose continued employment is deemed by the United States Government to be prejudicial to the United States Government. Furthermore, all members of the Union, the Company and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the United States Air Force. The Arbitrator provided for in Article IV of this contract shall not make any decisions that conflict with security regulations adopted by the United States Air Force.

Employees whose security clearance is suspended will be permitted to perform unclassified work during the security clearance adjudication process if such work exists.

Section 2. Proprietary Information. The Union and the Company agree that they will do their utmost to protect proprietary information.

ARTICLE XIV JURISDICTIONAL BOUNDARIES

Section 1. Job Assignments. The Company will assign employees to duties in accordance with Article XIV, Section 3.

Section 2. Settlement of Jurisdictional Disputes. Determination of jurisdictional boundaries is the responsibility of the Local Unions of the Council which have been duly designated to represent employees. Therefore, when work boundaries between crafts have been clearly established by:

- a. Custom, practice, and tradition,
- b. Agreements between national or international unions, or agreements between crafts within an international union, or
- c. Decisions or awards rendered by appropriate bodies,

The employees represented by each such union shall perform the work as determined by these boundaries. Appropriate bodies as referred to in this Article are defined as those which the disputing unions by agreement or through participation in such bodies recognize as having the authority to make such awards and decision.

In the absence of established work boundaries, the Company shall assign the work in accordance with custom and practice in the vicinity. In the absence of custom and practice in the vicinity, the Company shall assign the work to those employees who in its judgment are best qualified to perform the work, with due regard to practices of employers outside the vicinity which the disputing Unions present.

If, after work has been assigned on this basis, the Unions reach agreement or if an appropriate body renders a decision on the award which conflicts with the Company's assignment of work, the Company agrees to alter its assignment to conform to such an agreement or award as soon as possible and in any case within fifteen (15) working days, except when the period is extended by agreement between the Company and officers of the Council.

A grievance relating to jurisdictional disputes and/or misassignment(s) of work shall not be placed into the grievance procedure, Article III of the Agreement, including the discussion stage. Should the Chief Stewards not reach agreement resolving a disputed assignment of work, the

moving Union shall refer the dispute to the Air Engineering Metal Trades Council's internal mechanism and/or Metal Trades Department Jurisdictional policy. Should the individual Chief Steward(s) agree on a resolution to the dispute the council shall notify the Company of the jurisdictional agreement(s).

The Council shall notify the Company of jurisdictional agreements or disagreements, which affect the assignment of work by the Company.

Section 3. Union-Employer Cooperation in Craft Jurisdiction and Work Practices

Section 3a. Work Assignment Guidelines. In order to improve operational efficiencies, the AEMTC and its affiliated unions agree to perform limited cross-craft work assignments, as defined in this article, to accomplish all the work covered by this agreement. The Company and the Union agree that a fully motivated, efficient work force is essential to achieving the mutual objectives of continuing to be the best aerospace test center in the world.

The Company recognizes the benefits of traditional craft jurisdictions in a highly sophisticated and technologically advanced environment. The Company has invested substantial time and money in equipment and training of its employees in developing and fostering valuable craft skills. However, the realities of reduced workloads and low times of testing necessitate a change to this historical approach.

The Company is not looking for total interchangeability. Further, cross-craft assignments shall not be used for the purpose of depopulating affiliates of the AEMTC.

The Company has the responsibility to improve its methods, processes, scheduling, planning, and training within the occupational titles. All facilities, tools, and equipment should be adequately maintained for craft manpower to be more productive and efficient.

The Company may assign work cross-craft to employee(s) who have the skill, ability, and experience to perform the work safely. The Company shall not place the employee(s) or others at risk of personal injury because of these cross-craft assignments. Each employee's initial qualifications will be reviewed and agreed upon by the Company and the Union.

Cross-crafting will not exceed 60 hours per month, and the employees will be promoted to the cross-crafted skill set at the same tier percentage as their current position.

Each individual employee has the responsibility and authority to stop work if they have reason to believe an assignment puts the employee(s) at excessive or unnecessary risk. All work assignment guidelines apply uniformly during regular and overtime hours.

In consideration of the AEMTC agreeing to these Work Assignment Guidelines, the Company will pay \$.75 cents per hour to all classifications.

This additional pay per hour in this section shall not be considered part of the employees' straight time rate and will be governed by, Article VII, "Hours of Work and Overtime" and will not be paid for jury duty, funeral pay, sick leave or holiday pay.

The Company agrees to provide the above monetary consideration for members of the bargaining unit in order to gain operational efficiencies through cross-craft work assignments.

3b. It is agreed between ASO and the Air Engineering Metal Trades Council and its affiliated unions that all work now being performed will continue to be assigned to the craft or classification of employee now performing the work. New equipment or new work will be

assigned to the craft or classification of employee performing similar work. It is further agreed that the Company will not change any work assignments except when two or more unions reach an agreement and the Council notifies the Company that an agreement has been reached and that the work should be reassigned in accordance with said agreement.

ARTICLE XV SICK LEAVE AND DISABILITY

Section 1. Sick Leave.

- a. All employees will utilize the sick leave / IDP (Integrated Disability Plan) and will accrue 3.3 hours per month up to a (96) hour maximum. Accruals will stop for employees on IDP after (12) months or when their leave balance is exhausted, whichever occurs first. Employees absent more than (3) consecutive workdays must consult a licensed physician and obtain a release from the physician to return to work. Failure to obtain a release from a licensed physician will result in the employee not receiving payment for the days of work missed during the absence.
- b. Bargaining Unit employees' will be allowed to augment properly approved IDP weekly benefits with **sick leave or vacation** hours as set forth below.

Employees participating in the "Option 2" plan (60% LTD/60% STD) will augment IDP **1.7** hours per day until **their sick leave and vacation accruals are exhausted or for twenty-four (24) months whichever occurs first.**

Employees participating in the "Option 3" plan (50% LTD/50% STD) will augment IDP 2.4 hours per day until **their sick leave and vacation accruals are exhausted or for twenty-four (24) months whichever occurs first.**

- c. The amount paid to an employee on disability of an approved work related illness/injury will be reduced by an amount equal to the amount received under Worker's Compensation laws. An employee absent due to occupational illness or injury will be charged up to two (2) hours of sick leave out of legacy account for each eight-hour (8) period. When an employee retires or is terminated, all unused hours of sick leave shall be used to increase the years of participation for pension benefits.

Section 2. Eligibility. Provided the "Conditions of Payment" outlined below are met, an employee will be eligible to receive disability payments if:

- a. Company service is equal to or in excess of two (2) months as determined by length of service with the Company (except for occupational injury or illness);
- b. The Company and the Union agree to work together to curtail any and all potential and/or proven abuse of sick leave as stated within the confines of this agreement. The employee may request to use the alternative work schedule to reduce the use of sick leave for the purpose of a doctor or dental visit. This request must be initiated by the employee and must have the approval of the Chief Steward and management. This would increase the sick leave balance for a catastrophic illness and increase the productive man year hours. The Company and the Union agree that this will not be used to abuse the alternate work schedule or in no other manner will now or ever alter Article VII of this contract. The employee must report the absence and the cause of the absence to his immediate

supervisor or an alternate representative designated by the Company as soon as possible but no later than two (2) hours after the beginning of his work shift, except for causes beyond his control.

- c. Relative to an occupational illness/injury, the employee reports the incident to supervision no later than the day the incident occurs, the injury is compensable under the State Worker's Compensation law, the employee utilizes a Company-approved physician, and the employee cooperates fully in obtaining medical treatment.

Section 3. Conditions of Payment (Sick Leave).

- a. Sick Leave payments will not be made for:
 - 1. Any disability caused directly or indirectly by war or riot; or
 - 2. Any intentionally self-inflicted injury; or
 - 3. Any period of incapacity during which the employee is gainfully employed.
- b. To be eligible for the "two-hour (2) provision" (See Section 1c), and to be considered an occupational disability, the disability must arise out of and in the course of his or her employment; must not be purposely self-inflicted nor be a result of willful misconduct, willful violation of plant rules, or willful refusal to use safety appliances.
- c. Sick Leave accumulated under this plan is to be utilized only for payments to employees whose absences are due to disability and cannot be utilized for any other purpose or benefit (except as provided in Section 1d of this Article).
- d. The amount of payment shall be determined in accordance with the provisions of Sections 1 and 4 of this Article.

Section 4. Amount of Payment.

- a. Employees will be credited with sick leave allowance at the rate of 3.3 hours per month of active employment. These hours will be credited to the employee's account on the first day of the month.
- b. It is further provided that in any event disability shall cease upon termination of the then existing contract between the Company and the United States Air Force.

ARTICLE XVI GROUP INSURANCE

Section 1. Group Insurance. Effective December 31, 2013 the self-funded Aerospace Contractors' Trust (ACT) will be terminated and the Employer, thereafter will offer to regular full time wage employees the National Electrical Contractors Association (NECA) Family Medical Care Plan #16 for the remaining term of this Agreement and shall maintain for insured employees the benefits in effect upon the effective date of that Plan.

It is understood that the ACT Trustees have the responsibility to terminate the Trust per the ACT Trust Agreement and that ASO is not liable for any possible cost deficits incurred upon the closeout of the ACT Trust Plan.

The benefits are set forth in the booklets entitled **National Electrical Contractors Association (NECA) Family Medical Care Plan (FMCP) #16** description. The provisions of the Group Insurance Policies will be subject to review once every twelve (12) months by the Union's Insurance Advisory Committee and the Company.

All insurance so continued will terminate on the date the insured becomes eligible for group insurance coverage as an employee of another employer or becomes eligible for Medicare. When the employee, retired or deceased is no longer eligible for coverage and there is only one dependent eligible for coverage, the employee only medical premium rate will apply.

Continuation coverage rights have been modified in accordance with federal regulations as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

Section 2. Wage Employee Premium Reduction. The company will reduce the employees' portion of the medical insurance premium cost as indicated in the following table for the term of this agreement.

Table 1. Company and Employee Contribution Percentages

Calendar year 2017, 2018 and 2019	Company	Employee
	<u>80%</u>	<u>20%</u>

In calendar year **2017** the company will pay medical insurance premium cost increases of up to **four and a half percent (4.5%)** above the **CY2016 company contribution rates as shown below modified for the 80% Company contribution that will be reconfigured from the current 85% company contribution rate.**

The parties agree that the baseline premium amount from which the **four and a half percent (4.5%)** increase cap is calculated will be the family, **employee + spouse, employee + child(ren)** and **individual** adjusted coverage rates (medical and dental combined) **as shown above and** proposed by the **NECA Plan #16** medical insurance coverage **for** calendar year **2017**.

The parties agree that they will share any increase in premiums in the same employer/employee contribution percentages outlined above (**80%/20%**), up to **the 4.5% cap for CY 2017, 2018 and 2019**. If the insurance premiums increase more than the **4.5% in CY 2017, 2018 or 2019** the employee will be responsible for payment of one-hundred percent (100%) of the premiums above the **4.5%** cap.

The Tri-Care supplement premiums will be paid by the employee unless there is a change in the law governing the allowance of the Company to pay such premium. In that case, the language would revert back to the 2005 – 2010 language allowing the Company to pay the Tri-Care Supplement.

ARTICLE XVII EMPLOYEE BENEFITS

Section 1. Voting Time. An employee who is unable to vote before or after his regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising his franchise to vote in local, county, state and federal elections, provided such employee presents evidence indicating eligibility to vote to his Supervisor. Payment will be made at his straight- time rate exclusive of shift premium.

When the workday of an employee commences three (3) hours after the opening of the polls, or ends three (3) hours prior to the closing of the polls, time off for voting will not be allowed.

Section 2. Jury Duty. An employee who is called for Jury Duty shall be excused from work upon presentation of Court Notice to his immediate Supervisor. An employee who has been summoned by subpoena to appear before the Grand Jury, where the employee is not the accused, shall be excused from work upon presentation of a letter from the Clerk of the Court to his immediate Supervisor. When the employee, who has been excused returns to work, he shall be paid the difference between his normal straight-time earnings and the fees received from Court, provided he submits evidence of the total amount received from the Court. Only the number of days actually spent in Court is to be counted in calculating payment.

Any state and local laws shall have precedence over language in this section and the Company shall be in compliance with such state and local laws.

Section 3. Funeral Pay.

An employee shall be granted Funeral Leave for the purpose of attending the funeral of an immediate family member and will be paid their straight-time rate for three (3) regularly scheduled workdays. With manager approval, employees who are required to travel distances greater than 500 miles may be granted up to five (5) days of paid bereavement leave.

For the purpose³ of this section, the term "a member of immediate family" shall be defined as the following: spouse, children, brothers, sisters, parents, foster parents, grandparents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchildren. NOTE: Immediate family includes any of the above in a step relationship or legal guardian.

Section 4. Severance Allowance Pay.

- a. Eligible employees shall be paid a severance allowance when they are terminated because of a reduction in force (subject to the provisions of paragraph b. through f. of this Section). Severance allowance shall be paid to eligible employees in a lump sum at the time of termination. The amount shall be determined in accordance with the following:

Years of Service at Termination	Paid Straight Time Rate on Date of Termination
Under 1 year	None
More than 1 yr. but less than 3 years	40 hours
More than 3 years but less than 5 years	80 hours
More than 5 years	120 hours

- b) An employee shall not receive separation allowance if the employee is employed by or accepts employment, or enters into an agreement for subsequent employment with a succeeding contractor under a follow-on contract where credit for prior length of service is preserved under substantially equal conditions of employment in a position requiring the same, similar, or greater responsibility. Employees who are terminated for just and proper cause or who voluntarily terminate their employment are not eligible for any separation allowance.
- c) Severance payments will not be paid to employees in addition to early or normal retirement.
- d) Company will consider during a reduction in force to allow seniority volunteers to identify themselves providing there is not a negative impact to the efficiency or effectiveness of the operations. The seniority volunteer would be required to sign a waiver, if selected, that would waive all future recall, rehire or employment rights with the Company and the severance would be final upon the employee and not subject to the grievance procedure.

Section 5. Retirement Plan.

- a. The details of this plan are set forth in a formal Retirement Plan document and trust agreement, a copy of which is maintained by the current Plan Administrator. The plan includes provisions for payment of an early retirement supplement which is equivalent to the benefits in the prior contract in addition to retirement income and death benefits.

Regular full time employees hired after September 30, 2013, will not be eligible for the Retirement Pension Plan; they will be automatically enrolled in the Enhanced 401k plan.

- b. Prior to any change in the Pension Plan, representatives of the Company will meet with representatives of the Union Advisory Committee to discuss such changes to ensure that the mutual best interest of the Company and the Union is protected.
- c. The Union may select an Advisory Committee to make recommendations to the Pension Plan Administrative Committee.
- d. Effective December 31, 1994 the definition of basic compensation no longer includes overtime.
- e. Pension calculation will be based upon an individual's high three years.
- f. The Company is committed to review the specifics of the survivor benefits and pursue plan changes.
- g. ASO employees who were previously hired by ACS on or after 1 October 1999 will remain ineligible to receive an immediate lump sum payment of vested benefits at retirement. Other ASO employees hired on or after 1 October 2003 will also be ineligible for a lump sum payment at retirement, unless they already had eligibility under a predecessor contractor and were either hired by ASO without a break in service or were on the preferential hiring list as of October 1, 2003.

NOTE: All employees hired before October 1, 2013 that were not eligible for a lump sum payment are now eligible for a forty percent (40%) lump sum and sixty percent (60%) annuity option.

- h. Pension Disability - employees covered by pension disability benefit prior to October 1, 2003 are still covered by pension disability. New hires are not eligible for the pension disability benefit.

Section 6. Retirement Savings Plan. The Company will maintain the existing retirement benefits for all employees. Change the enhanced 401(k) contribution to a 3% flat rate and maintain the company match of 50% of employee contribution up to 8%.

The Company shall make available to all eligible wage employees a Retirement Savings Plan as described in the ASO document which incorporates the "Sverdrup Technology, Inc., Wage Employees Retirement Savings Plan" with the effective date of March 1, 1979.

The Company shall make contributions in accordance with Section 4.02 of the Plan in behalf of each participant during the life of this contract. The 401(k) employee contribution maximum may be the maximum percent (%) allowable by ERISA. A 401K Roth plan similar to the Company's salary plan is an option available to Bargaining Unit Employees.

Effective October 1, 2013 the Company will offer an Enhanced 401K plan with new hires hired on/after that date automatically enrolled in the Plan. The Company matching contribution is vested immediately with base contribution vested after three (3) years. Employees on the payroll who are actively participating in the Enhanced 401K plan and are not vested will become vested as of September 30, 2015.

Prior to any change in this Plan, representatives of the Company will meet with representatives of the Union to discuss such changes to ensure that the mutual best interest of the Company and the Union are protected.

ARTICLE XVIII GENERAL

Section 1. Labor-Management Committee. There is hereby established a Labor-Management Committee which shall consist of all Chief Stewards from the affiliated Unions and the Company except when mutually agreed on for a particular meeting. Each member of the Labor-Management Committee will have a designated alternate. Alternates will attend in the absence of their designated member. The function of the Labor-Management Committee is to promote a better understanding between employees and the Company for the mutual interest and welfare of all concerned. The meetings of this Committee shall be held monthly at times mutually agreed to by the parties. The parties agree that joint committees that foster employee participation are permissible under this agreement. It is not the Company's intent that any jobs will be lost as a result of productivity improvements, but in the event that layoffs are necessary, they will be governed by Article V Section 8 of this agreement.

Section 2. Work Performed by Non-Bargaining Unit Personnel. Non-bargaining unit personnel shall not consistently do bargaining unit work, which will deprive bargaining unit employees of jobs regularly performed by them. This shall not prevent Non-bargaining unit personnel from performing necessary functions of instruction or assistance to employees.

Section 3. Bulletin Boards. The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union affairs.

Section 4. Uniforms. The Company agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, the Company will furnish, replace, repair,

launder, and clean the uniforms, it being understood that shoes (except safety shoes), socks and underclothing are not considered as items of uniform. The uniforms and equipment so worn shall be prescribed by the Company, and no deviations from the Company requirements shall be practiced except with the consent of the Company.

Section 5. Temporary Employees. Temporary employees may be hired to perform temporary work; however, if the job continues beyond five (5) months, the position will be posted in accordance with Article V, Section 11.) Temporary employees will be considered, if qualified, for a permanent new job or vacancy after the posting procedure has been exhausted.

Temporary employees receive 1st year pay rate of journeyman in their skill set, paid holidays for the holidays that fall within the term of their employment, but no paid absences or benefits. Temporary employees without interruption between their temporary and permanent service receive credit for service as a temporary employee.

ASO will employ temporary employees for seasonal grounds work at the level required to satisfy Air Force contract requirements. Temporary grounds maintenance employees are sourced at the discretion of the Company.

Section 6. Storekeeper/Chauffer Cross-crafting

1. The Company will take volunteers from the storekeepers who have CDLs with a "P" endorsement on their licenses for work in the chauffeur classification. These storekeepers will be placed on a special overtime list for chauffeur overtime only.
2. The Company will take volunteers from the truck drivers who have the "P" endorsement on their licenses for work in the chauffeur classification. These truck drivers will be placed on a special overtime list for chauffeur overtime only.
3. Overtime will be offered first to all regular/full-time chauffeurs, low man to high man.
4. When there is overtime outside of the normal duty hours and the chauffeurs turn down the overtime, or if more chauffeurs than accept overtime are needed, then:
 - a.. Overtime will be offered to all regular/full-time storekeepers with a "P" endorsement who are on the special overtime list. If they all turn down the overtime, or if more chauffeurs are needed, then
 - b. Overtime will be offered to all regular/full-time truck drivers with a "P" endorsement who are on the special overtime list.
5. If more chauffeurs are needed and there are no volunteers among storekeepers and truck drivers, then the company can force storekeepers and then truck drivers to work, low man to high man.

If implementation of any part of this agreement conflicts with DOT regulations, those regulations shall govern.

ARTICLE XX DURATION

Section 1. Duration. Except as it may be amended hereafter by written mutual agreement of the parties, this contract shall become effective 1200 a.m. December 1 2016 and shall continue in effect until 11:59p.m. **December 31 2019** and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify provisions of the contract, provided, that if the Company shall cease to perform work at the Arnold Engineering Development **Complex** this contract shall automatically terminate, and the rights and obligations of both the Union and the Company hereunder shall automatically cease except with reference to those employees covered herein who shall remain in the employ of the Company for the purpose of performing work arising from the termination provisions the Company's contract with the United States Air Force, and as to such employees this contract shall continue in effect until termination of employment of such employees.

Section 2. Savings Clause. This contract is subject to provisions of any Federal or State statutes, present or future, which may affect the terms or provisions herein.

EXHIBIT "A" WAGE RATES						
SENIORITY GROUP	YEAR	SKILL SET	1st Year rate 80%	2nd Year Rate 90%	3rd Year Rate 95%	4th Year Rate 100%
MACHINIST	FY17	Automotive Mechanic	\$24.90	\$28.02	\$29.57	\$31.13
	FY18 (1.5%)		\$25.28	\$28.44	\$30.02	\$31.60
	FY19 (1.5%)		\$25.66	\$28.86	\$30.47	\$32.07
	FY20 (1.0%)		\$25.91	\$29.15	\$30.77	\$32.39
HEAVY EQUIPMENT MECHANIC	FY17	Heavy Equipment Mechanic	\$24.90	\$28.02	\$29.57	\$31.13
	FY18 (1.5%)		\$25.28	\$28.44	\$30.02	\$31.60
	FY19 (1.5%)		\$25.66	\$28.86	\$30.47	\$32.07
	FY20 (1.0%)		\$25.91	\$29.15	\$30.77	\$32.39
LIGHT EQUIPMENT	FY17	Light Equipment Operator Lead	\$21.02	\$23.64	\$24.96	\$26.27
	FY18 (1.5%)		\$21.33	\$24.00	\$25.33	\$26.66
	FY19 (1.5%)		\$21.65	\$24.36	\$25.71	\$27.06
	FY20 (1.0%)		\$21.87	\$24.60	\$25.97	\$27.33
	FY17	Light Equipment Operator	\$20.04	\$22.55	\$23.80	\$25.05
	FY18 (1.5%)		\$20.34	\$22.88	\$24.15	\$25.43
	FY19 (1.5%)		\$20.65	\$23.23	\$24.52	\$25.81
	FY20 (1.0%)		\$20.85	\$23.46	\$24.76	\$26.07
CARPENTER	FY17	Carpenter	\$24.90	\$28.02	\$29.57	\$31.13
	FY18 (1.5%)		\$25.28	\$28.44	\$30.02	\$31.60
	FY19 (1.5%)		\$25.66	\$28.86	\$30.47	\$32.07
	FY20 (1.0%)		\$25.91	\$29.15	\$30.77	\$32.39
TEAMSTER Storekeepers receive \$.75 per hour when working with hazardous materials and munitions.	FY17	Storekeeper Lead	\$20.40	\$22.95	\$24.23	\$25.50
	FY18 (1.5%)		\$20.71	\$23.29	\$24.59	\$25.88
	FY19 (1.5%)		\$21.02	\$23.64	\$24.96	\$26.27
	FY20 (1.0%)		\$21.23	\$23.88	\$25.21	\$26.53
	FY17	Storekeeper	\$19.46	\$21.89	\$23.10	\$24.32
	FY18 (1.5%)		\$19.75	\$22.22	\$23.45	\$24.68
	FY19 (1.5%)		\$20.04	\$22.55	\$23.80	\$25.06
	FY20 (1.0%)		\$20.24	\$22.78	\$24.04	\$25.31
	FY17	Truckdriver	\$19.46	\$21.89	\$23.10	\$24.32
	FY18 (1.5%)		\$19.75	\$22.22	\$23.45	\$24.68
	FY19 (1.5%)		\$20.04	\$22.55	\$23.80	\$25.06
	FY20 (1.0%)		\$20.24	\$22.78	\$24.04	\$25.31
	FY17	Chauffeur	\$19.46	\$21.89	\$23.10	\$24.32
	FY18 (1.5%)		\$19.75	\$22.22	\$23.45	\$24.68
	FY19 (1.5%)		\$20.04	\$22.55	\$23.80	\$25.06
	FY20 (1.0%)		\$20.24	\$22.78	\$24.04	\$25.31

EXHIBIT "A" WAGE RATES						
LABORER	FY17	Laborer	\$17.84	\$20.07	\$21.19	\$22.30
	FY18 (1.5%)		\$18.11	\$20.37	\$21.50	\$22.63
	FY19 (1.5%)		\$18.38	\$20.68	\$21.83	\$22.97
	FY20 (1.0%)		\$18.56	\$20.88	\$22.04	\$23.20
CUSTODIAL	FY17	Janitor Leadperson	\$19.02	\$21.39	\$22.58	\$23.77
	FY18 (1.5%)		\$19.30	\$21.71	\$22.92	\$24.13
	FY19 (1.5%)		\$19.59	\$22.04	\$23.26	\$24.49
	FY20 (1.0%)		\$19.79	\$22.26	\$23.50	\$24.73
	FY17	Janitor-Cleaner	\$17.38	\$19.56	\$20.64	\$21.73
	FY18 (1.5%)		\$17.64	\$19.85	\$20.95	\$22.06
	FY19 (1.5%)		\$17.91	\$20.15	\$21.27	\$22.39
	FY20 (1.0%)		\$18.09	\$20.35	\$21.48	\$22.61

Work Assignment Pay (WAP) is not included in the above wage rates.

General Wage Increase effective

October 1 2017 - 1.5 %

October 1 2018 - 1.5 %

October 1, 2019 – 1.0%

CDL Renewals: Company will pay for CDL renewals only when CDL is required for the job currently held. If employee accepts another position within the Company and CDL is required employee will be responsible for initial cost of CDL.

Pay Steps:

The first year rate for new employees is 80% of journeyman rate

The second year rate is 90% of journeyman rate

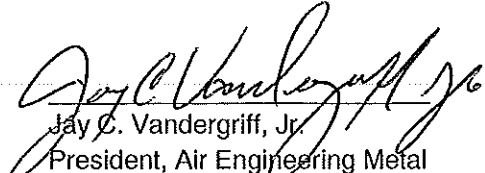
The third year rate is 95% of journeyman rate

The fourth year rate is 100% of the journeyman rate

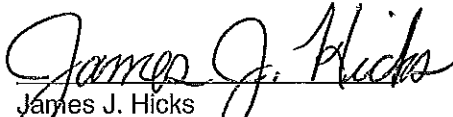
Management, at its discretion, may hire a candidate at a higher pay step if recruitment dictates.


Agreement

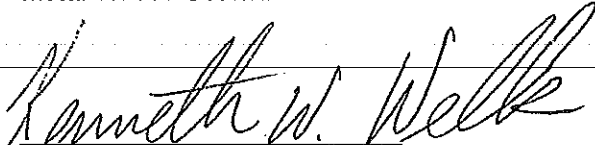
In Witness whereof, this instrument is executed by the authorized representatives of the parties this 1st day of **November 2016** to be effective the 1st day of **December 2016** at 12:00 a.m. through 11:59 p.m. on the 31st day of **December 2019**.

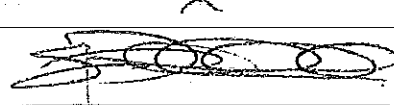

Jay C. Vandergriff, Jr.
President, Air Engineering Metal
Trades Council

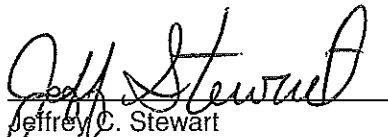

Eugene W. Mittuch
Project Manager
Akima Support Operations

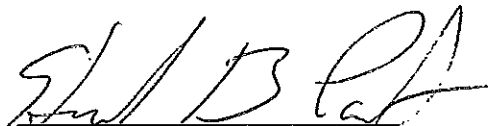

James J. Hicks
Recording Secretary, Air Engineering
Metal Trades Council

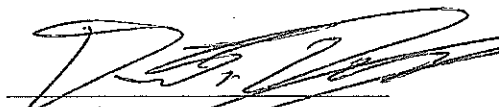

LeRoy Hinton
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Aerospace Workers, Queen City Lodge
No. 1501

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