

AGREEMENT

BETWEEN

CAE USA, INC.

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO

DISTRICT LODGE 171

And its

LOCAL LODGE 135
ALTUS, OK
(KC-135 Program)

Effective
May 19, 2022

Thru
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**ARTICLE 1
PARTIES AND PREAMBLE**

This COLLECTIVE BARGAINING AGREEMENT is made and entered into as of the 29th day of April 2022, by and between CAE USA, Inc. (KC-135) (hereinafter referred to as the “Employer”) with a facility located at Altus, OK District Lodge No.171, Local Lodge 135 Altus, OK, International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the “Union”).

The Employer and the Union agree to cooperate with one another in an effort to serve the needs and conditions specific to operations of the Altus facility, students and everyone who works at the Altus facility, to assure efficient operations, and to meet the highest standards possible in the service provided.

**ARTICLE 2
RECOGNITION**

Section 1 The Employer recognizes District Lodge No.171 and its Local Lodge 135 Altus, OK International Association of Machinists and Aerospace Workers, AFL-CIO as the exclusive bargaining representatives for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all covered employees employed by CAE USA at Altus Air Force Base, Altus, Oklahoma included in the bargaining unit described herein.

INCLUDED:

All full-time and part-time Production and Maintenance employees to include those classifications listed in Article 15.

EXCLUDED:

All office confidential employees, managerial employees, professional employees, guards and supervisors as defined in the Act, and all other employees of the Employer, including those employees on other contracts other than those identified above.

Section 2 The term “employee” as used in this Agreement shall mean employees in the unit set forth in Section 1 for whom the Union is the certified collective bargaining representative.

ARTICLE 3 DEFINITIONS

Section 1 - Employment Status

(a) **Full-Time Employees** - A “full-time employee” is an employee in the bargaining unit who is regularly scheduled to work forty (40) hours per week.

(b) **Part-Time Employees** - A “part-time employee” is an employee in the bargaining unit who is regularly scheduled to work fewer than forty (40) hours per week.

Part Time employees must take an active role in making themselves available for work at least two shifts in a 120-day day period. If a part time employee does not work a minimum of two shifts within a 60-day period, Management **will contact the employee and request availability. If no availability is provided or availability falls outside the 120-day period, management may release them** from employment and severance would not be applicable. Extenuating circumstances such as illness or military duty will be taken into consideration.

(c) **No Automatic Conversion** - There is no automatic conversion from one employment status to another.

Section 2 – Probation Up to one hundred eighty (180) calendar days for newly

hired employees and ninety (90) calendar days for rehired employees, discounting any absence from scheduled work time, shall be considered a probationary period. This probationary period may be extended by mutual agreement of the parties. Employer shall evaluate an employee during the probationary period and may in its sole discretion terminate the employee's employment at any time, with or without advance notice to the employee or the Union. The termination of an employee during their probationary period is not subject to the grievance and arbitration procedure.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1 The Employer has and retains the exclusive right, authority and discretion to manage the business, budget, and organization, to direct and control the business and workforce, and to make or revise any and all decisions affecting the business, including, but not limited to the following: The exclusive right to plan, determine, direct and control the nature and extent of all its operations, missions, commitments and internal security practices; to determine the locations of its operations; to open, close, consolidate and relocate its operations, or relocate training programs in whole or in part and to separate its employees in connection with said moving, transfer of work, closing, selling or consolidation or relocation; to install or introduce any new or improved services, training or teaching methods or curriculum, work procedures, materials, facilities, tools or equipment and to maintain efficient operations; to determine all equipment to be used; to maintain the efficiency of employees and set standards and methods of performance and evaluation; to require employees to participate in training; to hire temporary agency, contract and per diem employees; to assign and direct work, work duties and mandatory overtime to employees in accordance with its determination of the needs of the respective jobs; to transfer and/or

reassign employees from one job, department, or work location to another on a temporary or intermittent basis; to assign and change employee pairings or work teams on a voluntary or involuntary basis; to increase, decrease or change the number of shifts, staff or coverage or staffing patterns or coverage patterns; to create, modify, and abolish work shifts, the starting and ending times of the work shifts and work schedules; to reduce or increase employees' hours of work for any duration; to hire, train, promote, transfer, layoff, and recall employees; to suspend, discipline, demote, reduce pay, discharge or take any other disciplinary or job performance-related action against employees; to determine the methods of investigating alleged employee misconduct; to search any Employer property; to require drug or alcohol testing of employees; to determine competency and/or fitness for duty; to determine training schedules; to subcontract or contract work; to select subcontractors; to institute a time clock or other method of time computing procedure; to promulgate, amend and enforce work rules, regulations, policies and procedures and the means of enforcement thereof; to promulgate, amend and enforce rules and regulations to implement the Family and Medical Leave Act and any applicable state family leave/rights statutes and the means of enforcement thereof; to change, combine or abolish employee classifications or the levels of employee classifications; to determine job content, description and qualifications; to determine rules and regulations for the conduct, safety and security of employees and the means of enforcement thereof; to install or remove equipment; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, at any time; to sell the business or any assets at any time; to enforce the dress code for employees and to determine the manner in which clothing is worn; to meet and discuss with employees issues of Employer or employee concern; to create, modify and abolish modified work programs for employees who have suffered a work-related injury or illness; to assign employees to perform any job

duties regardless of the fact that those duties may also be performed by any other employee; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not. The foregoing management rights are expressly reserved to be decided by the Employer and shall not be subject to any dispute resolution procedure.

The above management rights and all other matters not limited by the express language of this Agreement may be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it shall from time to time determine.

Section 2 It is understood supervisors, managers, and any other non-bargaining unit employees will not perform the duties of employees in the bargaining unit except under the following circumstances:

- (a) When an emergency situation exists. An emergency will not be declared arbitrarily.
- (b) To conduct training to maintain awareness and familiarity with program requirements and technological changes;
- (c) To fill in for bargaining employees who are on paid time off (disability leave, sick time, jury duty, holidays, vacation, bereavement leave, military duty), or unpaid leaves of absence, or;
- (d) To fill in for temporary vacancies created by personnel turnover.
- (e) To meet scheduled operational needs, provided bargaining unit employees have first opportunity to work a full straight time pay schedule or voluntary overtime.
- (f) The Company and Union agree that there are up to five (5) working managers: ILS Manager, IS Manager, ISD Manager, Maintenance Manager and the TMS Manager.

Section 3 It is understood Management may assign employees in the bargaining unit to perform work outside the bargaining unit provided such work is compensated at the rate of pay provided in this agreement or at the work site for the same job classification, if higher.

Section 4 In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future law; government-wide rule and regulation; and any other future rule or regulation to the extent required by law.

Section 5 The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement and further agrees that it will not exercise these rights in violation of any express written provisions of this Agreement.

Section 6 The Company shall not subcontract any portion of the work performed by the bargaining unit personnel without notifying the Union.

ARTICLE 5 UNION BUSINESS

Section 1 - Union Security If an Agency shop agreement becomes legal at Altus AFB, as determined by the base legal officer, the Company will meet and negotiate the appropriate provisions within 60 calendar days.

It is agreed between the Company and the Union that any employee in the bargaining unit defined in Article 1 of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection of Union dues or agency fees by the signing of a payroll deduction form. The employee's authorization shall be irrevocable for a period of one year from the date they are signed or until this agreement expires whichever occurs sooner, irrespective of their membership status in the Union.

Deduction of membership dues or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee and will be forwarded to the Secretary-Treasurer of IAM&AW District Lodge 171 by the 10th of the following month.

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

The Company shall issue all reports distributed to the Union electronically. Accounts will be established for a focal point designated by the Union. It will be the responsibility of the Union to submit all changes to the Company.

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

Section 2 - Shop Stewards - The Union may select not to exceed, except by mutual agreement, six (6) employees as Shop Stewards. The Union shall keep the Corporate Advisor to Human Resources informed in writing of the names of the accredited Shop Stewards. The Employer shall not be required to recognize any employee as a Shop Steward, unless the Union has informed the Employer, in writing, of the employee's name and designation as a Shop Steward. This Section shall not apply when designated Shop Stewards are off on vacation, illness, or on Employer or Union business away from the site, whereupon only verbal notification will be necessary to indicate the affected steward's replacement. An employee while serving as a Shop Steward shall not be subject to layoff, transferred or loaned from their job classification so long as other employees remain in their job classification and on the shift they are designated Shop Steward.

Section 3 - Steward Representation - The appropriate Shop Steward may be

present to discuss a grievance submitted to the Employer at a grievance meeting held pursuant to the grievance procedure set forth in Article 6. The appropriate Shop Steward may be present if requested by the employee at an investigatory meeting conducted by the Employer, which could result in the discipline or discharge of an employee, provided that such employee has requested Shop Steward representation. If a specific Shop Steward is requested by the employee, the Company will make every reasonable effort to satisfy the employee's request.

Section 4 - Investigating Complaints or Claims of Grievance Each respective steward shall investigate complaints or claims of grievance on the part of employees or the Union to include contacting the business representative in regard to such claim or grievance. The appropriate supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee, business representative, or their designee, relating to a complaint or grievance. A Shop Steward shall perform such duties in a manner as to minimize any work stoppage.

Section 5 - Business Representatives, Access to Plant – Representatives of the Union may only enter the Employer's premises as follows:

- (a) Authorized Union representatives may enter the Employer's premises for the purpose of attending scheduled meetings, including attending grievance hearings, with members of management.
- (b) The Union representatives shall give advance notice the previous day to the Site Manager to enter the premises. Entry to work areas is not permitted without advance approval by the Site Manager. The right of entry shall at all times be subject to the Employer's rules applicable to non-employees. The Union representative shall not interfere with Employer operations.

Section 6 - Employer and Employee Discussions - Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under supervision topics pertinent to the work place, including but not limited to, the employee's job performance as described in Article 19 , Section 7.

Section 7 - Joint Meetings Should either party desire to discuss with the other any matter affecting generally the relationship of the parties, a meeting of Union and Management representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Employer time for attendance at such meetings shall be arranged in advance by mutual agreement. This Section is intended to provide a free avenue of communication between the Union and the Employer, and suggestions, complaints, or other matters may be presented by either party, provided that neither party shall be required to discuss any item brought up by the other party nor be bound to act upon any item presented. However, both parties agree to discuss informal grievances and complaints.

Section 8 – The Company will arrange for the new employee to meet the Shop Steward, within thirty (30) days of employment and for no longer than thirty (30) minutes as part of the new employee orientation.

Section 9 - Bulletin Boards

The Employer shall install and maintain four (4) glass enclosed bulletin boards. The Employer and Union shall jointly determine the location, size and type of the bulletin board. The bulletin board shall remain the property of the Employer. Only notices or other information postings regarding the Union's internal matters involving this bargaining unit shall be posted.

The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or in any way derogatory to the Employer, its board, administration,

or any of its supervisors, managers, employees, or any CAE USA affiliate, subsidiary, or any other related entity, or which casts any of the foregoing in a negative light. The Site Manager will monitor the bulletin boards for compliance with this Section.

The bulletin board will be the exclusive location for any and all Union notices authorized by this Article. No Union notices of any kind shall be posted anywhere at the facility besides the bulletin boards as authorized in this Article. Notices must be given to and approved by the Site Manager or his designee prior to posting, and such approval shall not be unreasonably denied.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1 For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions thereof as to events or incidents affecting the Bargaining Unit. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2 A grievance may be filed by an employee, the Union, and or the Employer. If the Union files the grievance, the adversely affected employee(s) shall be identified.

Section 3 Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

Section 4: It is understood and agreed that an employee covered hereby may be represented by the Steward, or another authorized Union official, at any and all conferences with the Employer arising from the processing of any grievance, provided, however, that such representation shall be limited at any one time to no more than one (1) steward who is employed by the Employer. (This does not exclude IAM business agents).

Section 5 A grievance as defined in Section 1, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Employer first became aware, or should have become aware, of the circumstances giving rise to the grievance:

Step One: Any employee covered by this Agreement, and the appropriate Union Steward shall present their grievance to the Site Manager. To be timely and properly filed, a grievance must be presented in writing within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement at issue, and shall be on the grievance form, a copy of which is attached to this Agreement. The Site Manager will hold a meeting within ten (10) days after receiving the grievance consisting of the Shop Steward and/or the affected employee. The Site Manager shall give a written response to the Steward within ten (10) days after the meeting was held. If the grievance is not resolved at Step One, the Steward shall forward the grievance to the Union Business Representative.

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

received if no meeting is held, the Employer shall notify the Business Representative of its decision in writing.

Step Three: If agreement is not reached at Step Two with the Program Manager, the Corporate Advisor to Human Resources shall consider the grievance on presentation by the employee-grievant and the Union representative or the Union representative in the manner set forth in Step Two.

Step Four: If agreement is not reached at the Corporate Human Resources level, the Union or the Employer wishing to take the grievance to arbitration shall request mediation in writing from the Dallas office of the Federal Mediation and Conciliation Service within ten (10) days of the corporate representative or designee's decision. Mediation under this section is required before arbitration. The request for mediation must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service and the other party within this time period as a condition for processing the grievance up to and including arbitration. The mediation must be scheduled at a time and location mutually agreeable to the parties. The grievant will be compensated for any lost work time by the Employer for any mediation, which occurs during the grievant's scheduled working hours. Grievants working the second and third shifts will be similarly compensated by reduced or eliminated shifts, with pay. If the Shop Steward's presence is requested by the Union, such request for time off without pay to attend the mediation will not be unreasonably denied.

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

Section 6 If the Employer raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing two hearing dates will be scheduled unless otherwise mutually agreed in writing by the parties. The hearing on arbitrability shall be conducted according to the FMCS' rules on expedited arbitration. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a hearing shall be held for the Arbitrator to consider the merits of the grievance. If the Employer raises an issue of substantive arbitrability, processing of the grievance shall be stayed unless and until a court determines that the grievance is arbitrable.

Section 7

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

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

(c) No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The Steward and employee will be granted reasonable time off without

pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.

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

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

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

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

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

Section 8 Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties. Failure of the Employer to meet any deadline at any step of this grievance procedure shall automatically move the grievance to the next step.

Section 9 Terminated employees disputing the grounds of their termination will be required to file their grievances in the initial instance at Step two.

Section 10 A grievance initiated by the Employer shall be discussed with the designated Business Representative and may thereafter be submitted to mediation by the

Employer within ten (10) days. The demand for arbitration shall be in writing and a copy sent to the Union Business Representative.

Section 11 A waiver of the time limitations by either the Employer or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Employer.

Section 12 For purposes of computing time under any of the provisions of this Article, “days” shall mean working days, excluding weekend days and holidays.

ARTICLE 7 DISCIPLINE AND DISCHARGE

Section 1 Employee discipline prior to termination generally will be in the form of an oral warning, a written warning, and a suspension. However, depending on the nature of the incident, nothing herein should be construed as requiring the Employer to utilize all or any steps of progressive discipline in any given situation. Upon the Employer’s discovery of unsatisfactory conduct by an employee, the Employer shall begin any counseling or discipline process in a timely manner.

Section 2 The Employer may discipline and discharge employees who have not completed the probationary period set forth in Article 3, Definitions, for any reason without recourse by the employee or the Union pursuant to Article 6, Grievance Procedure.

Section 3 The Employer may discipline and discharge non-probationary employees for just cause. Just cause for discipline or discharge including progressive discipline shall include all, but not limited to the offenses listed in Company Policy.

Section 4 The Employer will make reasonable efforts to notify the Shop Steward about the discharge or discipline prior to the discharge or discipline. In no event shall this reasonable effort to notify the Shop Steward delay imposition of the discharge or discipline.

ARTICLE 8 SENIORITY

Section 1 All employees at each location have seniority defined as their length of service to include the whole span of continuous full or part time service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same federal facility. Employees with breaks in service are credited with seniority for their time worked with the Employer. All benefits, vacation, and administrative actions will recognize the longevity and/or accrued benefits of current employees based on this seniority date. All bargaining unit employees shall remain on one (1) seniority roster, regardless of Employer (Prime or Sub-Contractor) and have all rights and benefits under this agreement.

Section 2 - Layoffs -The necessity for layoffs or other reductions of staff shall be at the sole discretion of the Employer, including the number of employees to be laid-off and the job classification, which will be affected. The Employer agrees that in the event of a layoff of bargaining unit employees, probationary employees within the affected classification shall be laid-off first without regard to their individual period of employment.

Part-time employees within the affected classification shall be the next to be laid-off based upon seniority and locality, provided ability to perform the available work is considered equal in the opinion of the Employer. Full-time employees within the affected classification shall be the next to be laid-off based upon seniority provided ability to perform the available work is considered equal in the opinion of the Employer. **Employees with higher seniority being laid off may bump to the next lowest classification which they are qualified to perform and require no additional training or retesting to perform the work.**

Employees exercising bump rights must notify the Company in writing within seventy-two (72) hours of the layoff notification.

In lieu of layoff or for other business reasons, the Employer may also assign an employee to perform any task or work in another job classification on a temporary basis. Employees shall continue to receive their regular rate of pay or the pay rate for the temporary position, whichever is higher.

Section 3 – Recall - Whenever a vacancy occurs in a job classification, non-probationary employees who are on layoff shall be recalled in the reverse order in which they were laid-off, i.e., the last employee laid off in the job classification shall be the one first recalled, provided the employee is qualified to perform the work. The Employer shall be under no obligation to recall any probationary employee who has been laid off. In the event the Employer does recall a probationary employee, the employee must satisfactorily complete the remainder of their probationary period.

Section 4 - Accumulation Seniority - Seniority shall accumulate to:

- (a) Employees who are on the active payroll of the Employer and in the bargaining unit defined in Article 1 of this Agreement;
- (b) Employees while on active military service and reinstated in compliance with applicable law;
- (c) Time spent on authorized leave of absence for Union business in accordance with this Agreement;
- (d) Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statute provided in paragraph (g);
- (e) Time spent on authorized leave of absence granted because of pregnancy or to cover periods of non-industrial injury or illness, not to exceed 12 months during any such period;

(f) The first 30 days of any other authorized leave of absence;

(g) Employees on layoff for a period of time equal to their seniority up to five years.

Section 5 - Loss of Seniority An individual shall lose seniority rights for the following reasons:

(a) Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Employer, or fails to report for work or to obtain renewal of their leave on or before its expiration, will be considered as having resigned;

(b) Discharge for just cause;

(c) The employee fails to report for work within ten (10) working days, or fails to notify the Human Resources Representative within three (3) working days of their intention to return to work after notice of recall from layoff;

(d) Failure to keep the Employer advised of any changes in current mailing address. The Employer will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record;

(e) The employee is on layoff for a period exceeding their seniority as calculated in Section 4(g) above.

(f) Retirement;

(g) The employee is absent from work for three (3) or more consecutive working days without notifying the Employer or without adequate reason if they do notify the Employer;

Section 6 Relative seniority for employees with the same hire date will be determined by the last four digits of each employee's Social Security number, i.e. the lowest number has the most seniority.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 1 The normal payroll week is the period beginning with the first shift starting on or after Saturday at 0001 hours and ending with last shift starting the following Friday on or before 2400 hours. The normal work week for a full-time employee shall consist of 40 hours, and of five consecutive days. The normal workweek is designated as starting with shifts beginning on Monday and ending with shifts beginning on Friday. A work week with consecutive days of rest other than Saturday and Sunday shall be considered an "Odd Work Week". Employees who are assigned and working an "odd work week" will be compensated per Article 9 Section 17. The bi-weekly payroll period is a fourteen-day period starting with the first shift starting on or after Saturday at 0001 hours running through the last shift starting on or before 2400 hours of the second Friday.

Section 2 Each employee will be assigned to a shift with designated times for beginning and ending. The normal shift begins Monday and ends Friday.

Section 3 Determination of starting time, hours of work, lunch periods, and days of rest, will be made by the Employer and such schedules may be changed from time to time to suit varying conditions of business.

The starting time of the Maintenance shifts will be as follows:

- First Shift: Beginning at or after 6:00 a.m. but before 12:00 noon
- Second Shift: Beginning at or after 12:00 noon but before 5:00 p.m.
- Third Shift: Beginning at or after 5:00 p.m. but before 6:00 a.m.

In order to meet the demands of the pilot schedule, all full-time instructors will be assigned a shift. Each shift will consist of 10 available hours. The site manager will work with the lead pilot to adjust these 10-hour shifts based on changing need.

The Employer and Union agree to work together to minimize schedule time swings in the Pilot and Boom Instructor workweek schedule to stabilize hours of work and improve employee efficiency.

Section 4 The Employer will provide as much advance notice as possible when changing employees' shifts. However, employees will not be scheduled to work within 12 hours of their previously scheduled work period without their concurrence.

Section 5 Employees may be required to work Saturdays or Sundays, or any other day of the week. The Employer will make every effort to provide the employee, one (1) week advance notice when required to non-voluntarily work on the weekend. Employees who have scheduled vacation or PTO/Sick time in any work week will not be required to work overtime, but may by choice work available hours at the employee's appropriate hourly rate.

Section 6 Employees may be required to work holidays and on their day off.

Section 7 The Employer may require employees to work overtime. The Company will make every reasonable effort to get the work completed without canceling a scheduled vacation.

Section 8 No employee may work overtime without the prior approval of their supervisor.

Section 9 An employee who is unable to report for work at their scheduled start time must notify their immediate supervisor and lead as soon as they know of the delay or absence. If the absence exceeds one (1) day, the employee must contact their immediate

supervisor **and lead** each day at least one shift (8 hours) hour before their regularly scheduled start time, if possible.

Section 10 If an employee is required by the Employer to attend a meeting, which is held during their other off-duty hours, the employee will be paid for the time spent in attendance in accordance with Article 16.

Section 11 Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 12 The following information applies to employees working their “weekend” based on their assigned work week schedule. The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees who normally perform the work on a straight time basis. All overtime shall be rotated and equalized among the volunteers. If no volunteers are available to work the necessary overtime, it will become mandatory and assignment shall be made by reverse seniority order, based on qualifications required, and on a rotational basis.

Section 13 Time worked within an assigned shift period shall be compensated at straight time rates. Overtime, at one and a half (x1.5) times the regular straight time rate, will be paid for time in excess of forty (40) hours worked in a work week. Holiday Pay will be used in the computation of overtime.

Section 14 Full time employees shall have first preference for work schedules, by seniority. Individual employees on military leave who are available to work shall only be assigned to work after schedules for full time and part-time employees are assigned.

Section 15 Meal period. The Company will offer a minimum 30 minute unpaid meal break each shift. The unpaid meal period will not exceed 1 hour. The meal period will normally be scheduled near the midpoint of their shift. Split shifts will not be authorized.

Section 16 When required, employees will use the Company provided vehicle for Company business. The Company insurance policy covers the CAE registered vehicle. The use of a personal vehicle to travel between the buildings is at the discretion of the employee.

Section 17 - Odd Work Week Premium - Employees working a shift that begins on a Saturday or Sunday, will receive \$4.50 hour in addition to their base hourly rate of pay, for each hour worked on Saturday or Sunday. Effective 1 January 2023, the premium will increase to \$5.00

Section 18 With prior management approval, Employees will have the ability to make minor adjustments to their schedule for appointments and will have the ability to make up the time used during the same work week as long as workload and manning permit.

ARTICLE 10 DRUG FREE WORKPLACE/HEALTH EXAMINATIONS

Section 1 The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees, to promote a productive workplace, and to protect the reputation of the Employer, Union, and employees. Consistent with these goals; the Employer prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on the premises. A program of testing, if necessary to comply with Federal and State regulations, will be instituted upon mutual consent of the Employer and the Union. Pre-employment drug testing is a condition of employment.

Section 2 The Employer has the existing right to require employees to submit to health examinations in the following circumstances: for any workplace health issue, such as workplace injury or as may be required by the contracting authority.

Section 3 The Employer has the existing right to require employees to undergo drug and/or alcohol screening using urinalysis, if reasonable suspicion exists that an employee is using or under the influence of drugs and/or alcohol.

Section 4 Health Examination required by the Employer shall occur during the hours of 9:00 a.m. to 5:00 p.m., except where the Employer determines that its business interests would be better served if the examination was conducted outside of these hours. Drug and/or alcohol screening will take place as soon as possible after the Employer has reasonable suspicion that an employee is using or under the influence of drugs and/or alcohol. The employee's Steward or Business Representative shall be notified as soon as possible.

Section 5 Bargaining unit employees shall be compensated at their normal hourly rate for time spent in an examination or drug/alcohol screening required by the Employer, as well as reasonable travel time and expenses to and from the examination. The Employer shall pay for any health examination or drug/alcohol screening it requires a bargaining unit employee to submit to.

ARTICLE 11 NON-DISCRIMINATION/NON-HARASSMENT

Section 1 The Employer and the Union agree that no employee shall be discriminated against or harassed on the basis of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, veterans status. The Employer and the Union further agree that a qualified employee with a disability who is able to perform the essential functions of their position or of a specific position for which they are being considered, with or without reasonable accommodation, shall not be discriminated against on the basis of

their disability. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists.

Section 2 The Employer and the Union have adopted a separate complaint procedure set forth in Section 3 of this Article, providing for resolution of complaints alleging a violation of a specific section of this Article. Employees are encouraged to utilize this procedure prior to taking their complaints outside of the Employer.

Section 3 Employees who feel they have been unlawfully discriminated against or harassed as set forth in Section 1, and any employee having information concerning alleged unlawful harassment, should present that information, without fear of reprisal, to their Site Manager, Program Manager and/or Human Resources Manager. The matter will receive prompt attention, and when required, appropriate disciplinary action will be taken against the offender(s). The Human Resources Manager will be available to facilitate any necessary investigation. Violations of this policy will not be tolerated and will result in disciplinary action up to and including termination.

ARTICLE 12 TRANSFER OF TITLE

Section 1 The Employer agrees to provide the required notice under the WARN Act, if applicable.

Section 2 The Employer agrees to bargain with the Union, if required by law, over the effects of that decision on bargaining unit employees.

ARTICLE 13 NO STRIKES / NO LOCKOUTS

Section 1 During the life of this Agreement, or any written extension thereof, the

Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any strike, sit-down, sit-in, boycott, walkout, sick out, slow-down, sympathy strike, or leafleting of any kind, including, but not limited to, leafleting or picketing of any kind at any residence housing any supervisor, board member, or employee of the Employer or at any CAE USA, subsidiary or any other related entity, or in any other way interfere with or interrupt the Employer's operations for any reason. In addition, the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location.

Section 2 The Union, its officers, officials and agents, shall be immediately accessible to the Employer and shall immediately take all prompt and effective measures to prevent and stop any acts described in Section 1 of this Article, including, but not limited to, immediately contacting by telephone, telegram, overnight mail, or any other manner which would assure immediate contact to each individual engaged in such acts a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article.

Section 3 An employee who engages in any conduct, which violates the provisions of this Article, shall be subject to discipline up to and including discharge notwithstanding the provisions of Article 7. Discipline and Discharge. Said conduct shall constitute just cause for discharge.

Section 4 If the Union or any employee engages in conduct prohibited by Section 1 the Employer may immediately and on a permanent basis take any and all actions which in its sole discretion it deems prudent, including, but not limited to, any action pursuant to

Article 4 - Management Rights.

Section 5 The Employer will not lockout employees during the term of the Agreement and will be liable in damages to the Union for conducting a lockout during the term of the Agreement.

**ARTICLE 14
SAFETY**

Section 1 The Employer agrees to provide a safe and healthy workplace in compliance with federal and/or state law. In the interest of resolving health and safety issues at the earliest opportunity, the parties agree that the Point of Contact (POC) for all Safety issues is the Site Manager or their designee, such issues shall be brought to the attention of the POC on an informal basis and thereafter pursuant to the grievance and arbitration procedure, if necessary. The Union agrees that this process shall be the exclusive means for resolving any and all health and safety issues and that the Union will not file, or encourage or assist any employee to file, any complaint or otherwise contact fed-OSHA or any other governmental agency concerning such issue

**ARTICLE 15
WAGES**

Section 1 - Wage Rates for the job classifications covered by this Agreement become effective on the dates stated in the following table:

Job Classifications	Current	Equity Adjustment 1Jan-23	1-Jan-23	1-Jan-24	1-Jan-25
			7%	4%	4%
Administrative Specialist – ISD	\$ 33.72	\$5.00	\$41.43	\$43.09	\$44.81
FTU TMS Registrar	\$ 31.14	\$5.00	\$38.67	\$40.22	\$41.83

Boom Operator Instructor	\$ 56.68	\$5.00	\$66.00	\$68.64	\$71.38
C&DM Administrator	\$ 33.72	\$11.74	\$48.64	\$50.59	\$52.61
Cargo Load Technician	\$ 29.93	\$7.82	\$40.39	\$42.01	\$43.69
Multimedia Designer	\$ 37.12	\$5.00	\$45.07	\$46.87	\$48.75
Courseware Developer/Multimedia Programmer I	\$ 43.46	\$5.00	\$51.85	\$53.92	\$56.08
Courseware Developer/Multimedia Programmer II	\$ 47.82	\$5.00	\$56.51	\$58.78	\$61.13
Courseware Developer/Multimedia Programmer III	\$ 60.72		\$64.97	\$67.57	\$70.27
Database Engineer	\$ 50.59	\$8.00	\$62.69	\$65.20	\$67.81
Hardware Engineer	\$ 50.59	\$8.00	\$62.69	\$65.20	\$67.81
ILS Specialist	\$ 36.15	\$11.00	\$50.45	\$52.47	\$54.56
Pilot Instructor	\$ 68.89	\$9.00	\$83.34	\$86.67	\$90.14
Scheduler	\$ 34.81	\$6.00	\$43.67	\$45.42	\$47.23
Simulator Maintenance Technician I	\$ 42.75	\$5.00	\$51.09	\$53.13	\$55.26
Simulator Maintenance Technician II	\$ 46.57	\$7.00	\$57.32	\$59.61	\$62.00
Simulator Maintenance Technician III	\$ 50.51	\$7.00	\$61.53	\$63.99	\$66.55
Software Engineer	\$ 50.59	\$8.00	\$62.69	\$65.20	\$67.81
TSSC Project Software Engineer	\$ 55.66	\$8.00	\$68.12	\$70.84	\$73.68
Cybersecurity Assurance Specialist	\$ 47.71	\$5.00	\$56.40	\$58.65	\$61.00
TMS Administrator	\$ 33.72	\$5.00	\$41.43	\$43.09	\$44.81
Information Technology Administrator (IAM Level II Certified)	\$ 47.71	\$12.16	\$64.06	\$66.62	\$69.29
Information Technology Administrator (Training Wage)*	\$ 44.48	\$5.00	\$52.95	\$55.07	\$57.27
Information Technology Specialist (IAT Level II Certified)	\$ 44.48	\$11.67	\$60.09	\$62.49	\$64.99
Information Technology Specialist (Training Wage)*	\$ 41.26	\$5.00	\$49.50	\$51.48	\$53.54

*It is understood and agreed between the parties that Information Technology Administrator and Information Technology Specialist job classifications are contingent on obtaining and maintaining Information Assurance Manager (IAM Level II) and Information Assurance Technician (IAT Level II) certification respectively. These job classifications will contain regular and training wage categories. Employees in these classifications without the required certification will receive the training wage rate. Employees will be eligible for the regular wage rate once the required certification (IAW DoD 8570.01-M) is obtained, but no later than six (6) months from the start date. Employees that lose certification will be downgraded to the training wage until recertification is achieved, but no later than two (2) months from loss of certification. If an employee is not able to obtain the required certification within the above-mentioned timeframe, a two (2) month grace period may be considered and applied before the employee is terminated.

Training is complete once Information Assurance Manager (IAM) Level II and/or Information Assurance Technician (IAT) Level II certification is obtained, but no later than within six (6) months from the start date.

Section 2 - Report and Call Back Pay - If an employee reports for work in accordance with their assigned shift or other instructions he shall receive a minimum of four (4) hours pay at their regular rate of pay. Any employee who has completed work, left the Employer's premises, and who is called back to work, shall receive either four (4) hours work or four (4) hours pay at their regular rate of pay plus applicable overtime rates as defined in Article 9. An employee called to work on their regular day off or on a paid holiday shall receive a minimum of four (4) hours pay at their regular rate of pay plus applicable overtime rates and holiday rates as defined in Articles 9 and 18 respectively. An employee shall not be required to stand by for a call back to work after the termination of their regular shift. An

employee who leaves work of their own volition, or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day.

- Section 3 - Lead Employee – Company holds at proposed language. The term "Lead Employee" does not designate a job classification but identifies an employee whose assigned duties are to assist the supervisor in scheduling work and is responsible for instructing and aiding a group of employees. The "Lead Employee" may be required to perform technical evaluations, assist the supervisor in maintaining a smooth flow of work, and manage records. The "Lead Employee" may be required to report to the supervisor the reason for failure to maintain the flow of work. The "Lead Employee" may be called on to replace the supervisor temporarily in case of the supervisor's absence. The "Lead Employee" will be appointed by the Employer. The "Lead Employee" will receive \$3.00 above their hourly base rate. Those that lead more than 15 employees will receive \$4.00 per hour.

Effective 1 January, 2023, the "Lead Employee" will receive \$4.00 above his hourly base rate. Those that lead more than 15 employees will receive \$5.00 per hour. Those that lead more than 30 employees will receive \$6.00 per hour.

Section 4 - Part-Time Benefits and Pay In-Lieu of Benefit Part-time employees will receive payment for holidays and vacation on a pro rata basis based on actual hours worked. Holiday pay and vacation pay calculations for part-time employees will be based on the formula specified below:

Under 5 years continuous employment (59 months or less) – hourly rate times 168 divided by 2080

Over 5 years continuous employment (60 months plus) – hourly rate times 208 divided by 2080

Over 10 years continuous employment (120 months plus) – hourly rate times 248 divided by 2080

Section 5 - Promotions Employees promoted on a temporary or regular basis shall receive the rate of the new classification. Any such promotion must be documented by the Employer on an offer letter in order to be considered effective.

Upgraded or transferred employees will be considered under evaluation in the new position for ninety (90) days after upgrading. During this period, the Company will reclassify the employees to their former occupations if it is determined by the Program Manager that the employee is not meeting the qualification for that job classification. Likewise, within ninety (90) days of being assigned to the new job classification, an employee may choose to return to his former job classification.

Section 6 – Severance – If, during the term of this Agreement and in the Employer's sole discretion, the Employer experiences conditions which require the permanent elimination of bargaining unit job position(s), the affected employees(s) will be terminated (in lieu of layoff) and given severance pay equal to eighty (80) hours of paid work at their regular wage rate or forty (40) hours at their regular wage rate per year of service whichever is greater. The maximum severance payment will not exceed 400 hours.

The Employer and Union agree that they have negotiated in good faith regarding the effects of severance pay related to any permanent elimination of bargaining unit job positions as provided for in this Section and that this Section represents the complete and final understanding between the parties as to such effects. Accordingly, the Union voluntarily and unqualifiedly waives the right, and agrees that the Employer shall not be obligated, to bargain regarding the decision or effects of severance pay on bargaining unit employees of

any future permanent elimination of bargaining unit job positions. Severance Pay does not apply if the Company loses the contract for any reason.

Section 7 - Travel If the Employer finds it necessary to temporarily reassign an employee to another geographic location, wages and expenses will be paid by the Employer in accordance with Current Company Policy. Bargaining unit members in travel status will earn their current classification wage rate or the destination wage rate, if higher. When employees are assigned TDY to work at a geographic location away from Altus AFB; the employee shall receive their normal rate of pay or the rate of pay, if higher, of the designated classification worked at the TDY facility. Such higher rate of pay and classification shall be annotated on the travel request submitted for the TDY assignment.

Section 8 - Shift Differential - An employee will receive a shift differential of \$3.00 per hour for all hours in pay status for shifts that begin before 0600 or after 1700. Technicians designated as swings and mids shall receive shift differential.

Effective 1 January, 2023, A maintenance employee will receive a shift differential of \$3.00 per hour for all hours in pay status for second shift and \$3.50 per hour for all hours in pay status for third shift. A pilot/boom instructor will receive a shift differential of \$3.00 per hour for all hours in a pay status for shift that begin before 0600 or after 1400.

Section 9 – Test Duty Premium for Instructors When an Instructor is assigned by Management to perform test duties directly related to Engineering Change Proposals (ECPs) such as performing test and acceptance evaluation activities on training devices, maintaining Acceptance Test Procedures (ATPs), reporting their Test activities and attending related meetings; the employee will receive \$2.15 per hour above their hourly base rate for time worked on test duties. Effective 1 January, 2023, the employee will receive

\$2.50 per hour above their hourly base rate for time worked on test duties.

Section 10 FTU pay for Pilot Instructors Pilot Instructors who attain and maintain certification to teach all FTU courses in their respective crew positions with the exception of those listed below, will receive FTU pay in the amount of \$4.50 per hour above their base hourly wage. Effective 1 January, 2023, the FTU pay will increase to \$6.00 per hour.

- Crew Resource Management
- Established courseware baseline PFPS lessons
- Performance Data
- Senior Officer
- IAC
- KC135 Aerodynamics
- VTRAT will be excluded from FTU pay determination

If a Pilot Instructor teaches two of the six exception courses, they will receive \$5.50 per hour above their base hourly wage. Effective 1 January, 2023, they will receive **\$7.00** per hour above their base hourly wage.

If a Pilot Instructor teaches IAC plus two exception courses, they will receive \$6.50 per hour above their base hourly wage. Effective 1 January, 2023, they will receive **\$9.00** per hour above their base hourly wage.

Section 11 FTU pay for Boom Instructors and Boom Operator Instructors who attain and maintain certification to teach all FTU courses in their respective crew positions,

with the exception of those listed below, will receive FTU pay in the amount of \$4.50 per hour above their base hourly wage. Effective 1 January, 2023, they will receive \$6.00 per hour above their base hourly wage.

- Crew Resource Management
- Instructor Boom Courses

If a Boom Instructor teaches all of the exception courses, he will receive \$5.50 per hour above their base hourly wage. Effective 1 January, 2023, they will receive \$8.00 per hour above their base hourly wage.

Section 12 - Quality Assurance Auditor/Check Airman Program Examiner

Premium When an employee is assigned by the Employer to perform quality duties directly related to KC-135 ATS Quality Assurance Auditor/Check Airman Program Examiner (Boom Operator Instructor) or (Pilot Instructor), the Instructor will receive \$2.00 per hour above their hourly rate for the time worked on the additional quality duties.

~~**Locality Pay** – Due to the difficulties in recruiting and retention for KC-135 ATS at Altus Air Force Base, all employees permanently located at Altus AFB will receive a locality premium of \$5.00 per hour.~~

Section 13– Longevity Pay – Due to the importance of retaining a highly-experienced FTU Instructor Force, permanently assigned full-time-Instructors will receive the following. This pay premium will commence 1 Jan 2023.

Months of Service Completed as defined in Article 8 Sec 1	Hourly Pay Premium
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6 through 48	\$4.50
49 through 108	\$5.50
109 and above	\$6.50

**ARTICLE 16
GROUP BENEFITS**

Section 1

Full time employees will receive a benefit supplement of \$1,400 per year. This benefit supplement will be divided by 26 pay periods per year and paid on a bi-weekly basis.

The Employer will offer full time employees the opportunity to purchase group medical insurance for employees and their dependents which provides the same coverage, benefits and employee costs as the medical insurance provided to non-bargaining unit employees. All issues such as eligibility, enrollment and claims will be as specified in the plan documents. Bargaining unit employees may use some or all of their pay in lieu of benefits to purchase health and welfare insurance. The cost share of the medical insurance will be eighty (80%) Company and twenty (20%) employee over the life of the Agreement.

During the term of this agreement, the employee contribution for medical will not exceed 20% annually above the previous year's employee contribution level.

The Company shall provide a 401(k) plan. Employees will receive a Company contribution of 3% of their annual base salary into the CAE USA Inc. Savings, Investment and Employee Benefit Plan #2 (401k) on their behalf. In addition, the Employer will match 50% of employee deferrals of compensation of up to eight percent (8%) of employee's base annual salary. All conditions of participation, eligibility, vesting and distribution of benefits will be governed by the CAE USA plan document. In no event will the Company matching contributions exceed the maximum matching contribution permitted by the language of the 401(k) plan.

Section 2 The Employer retains the sole right to modify, alter, change or eliminate its benefits and rules. **Any modifications to benefits outside of the open-enrollment period must be communicated to affected employees.** The Union-represented employees will be subject to the same changes as all other program employees not subject to collective bargaining agreement.

**ARTICLE 17
PAID TIME OFF (PTO)**

The Employer agrees to provide the following categories of time away from the job in a paid status: PTO, holidays, /personal leave, bereavement leave, jury duty/witness service, military leave, emergency/base closing and voting time. The benefits will only apply to Full Time employees unless noted otherwise.

Section 1 - Paid Time Off (PTO) – Full-time employees, earn paid vacation as follows:

<u>Months of Service</u>	<u>PTO Hours Earned</u> Annually
0 through 48	160
49 through 108	200
109 and over	240

There will be no pay in lieu of time off for PTO. The intent of this provision is to cause each employee to use the PTO awarded for time off. Employees will be allowed to carry over a maximum of one year's worth of PTO accrual to the next benefit anniversary year.

For example, if an employee earns 200 hours of PTO, he may carry over a maximum of 200 hours of PTO to the next benefit anniversary year.

Newly hired employees may use up to 40 hours of PTO in their first year of employment after completion of their probationary period. Employees will be eligible to take 40 hours in advance each year with the approval of their supervisor.

At the time of separation from employment, including loss of contract, an employee will be paid their earned and unused PTO.

Part-time employees will accrue 1 hour of sick time for every 30 hours worked. Part time employees may only use sick leave if the day of absence is on their scheduled work day. At the end of the calendar year, employees will be allowed to carry over a maximum of 56 hours. In total, sick time banks may not exceed 112 hours between current year and carry over bank. Sick time is not eligible for compensation upon termination of an employee for any reason. In the event the employee is rehired within 12 months of termination, the employee's sick time bank will be reinstated. If a part-time employee goes to full-time status, any sick time earned while a part-time employee will transfer to full-time PTO.

Section 2 – Holidays The Employer each fiscal year recognizes the following holidays as observed:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

When Christmas and New Year's Day fall on a Tuesday or Thursday, the adjacent Monday or Friday, as the case may be, will also be observed as a holiday. When any of the above named holidays falls on a Saturday, it will be observed on the preceding Friday. When it falls on a Sunday, the holiday will be observed on the following Monday.

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

The Company and Union agree to enter into good faith negotiations if the PCO formally modifies the PWS/SOW to incorporate additional holidays.

Section 3 – Bereavement In the event of a death in an employee's immediate family, full time employees will be granted up to three (3) days bereavement leave with pay. Two (2) additional days of paid leave will be granted if out of town travel is required beyond 300 miles from the primary work location. Immediate family shall be considered as follows: Spouse, parent, parent of spouse, legal guardian, child (including stillborn), brother, sister,

stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, grandchild, grandparent, and grandparent of spouse.

Section 4 – Jury Duty Full time employees who are required by proper court order or summoned to be absent from work in connection with jury duty or testimony will be paid the difference between the gross fee he received from the court and the earnings he would have received for a regular scheduled eight (8) hour shift. Employees called for jury duty or testimony and released by the court with less than four (4) hours service will be expected to return to work for the remaining portion of their normal workday, if the court is in the county in which the employee works. Payment will be made at the employee's regular straight time rate. Jury pay differential will not exceed eighty (80) hours per calendar year. In no event shall payments under this article duplicate vacation pay, holiday pay, sick pay, or any other paid absence and in no event shall payments under this article be paid during any leave of absence, layoff or absence due to an injury covered under Workers' Compensation provisions.

Section 5 – Military Leave Per Company Policy - Military Service Procedure, any employee of the Company who is inducted into or recalled to military service of the United States and who by reason of such service is entitled under the law to be regarded as a veteran, shall, upon their discharge and their receipt of a certificate of the satisfactory completion of their military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act of 1994. The employee should refer to the CAE USA Military Service Procedure for additional information regarding health and welfare benefits, return from military leave and reemployment opportunities.

Section 6 –Abnormal Plant Closures The Company will compensate full-time employees and part-time employees who were scheduled to work, who are sent home, as directed by the Company and with approval by the Contracting Officer, for those periods of time when safety stand-downs, government/customer shutdowns, government mandated holidays, periods of national mourning, inoperable training devices, or Acts of God that necessitate a partial workday(s) or temporary closing of facilities up to 8 hours a day.

Section 8 – Time off to Vote Time off to vote will be determined by the state statute that regulates the state the site location resides. If paid time off to vote is mandated by state statute then the Employer will abide by this regulation and allow for time to be taken with pay; otherwise, employees are asked to vote during non-scheduled work shifts and/or to take paid vacation or sick/personal leave time to go and vote.

ARTICLE 18 LEAVE WITHOUT PAY

Employees may with the Employer's approval, be granted excused absence without pay up to ninety (90) calendar days. The 90-day limit may be extended by agreement of the Company in its sole discretion. Request for leave without pay will be in writing and submitted to the Site Manager at least one (1) week in advance of said absence except in emergency situations.

ARTICLE 19 MISCELLANEOUS

Section 1 A semi-annual seniority list will be provided to the Union. The report will include the employee name, Employee Number and Seniority Date as described in Article

8, Section 1. The Employer will also notify the Union of the name and hire date of any newly hired employee and termination date of any separated employee

Section 2 Whenever the masculine or feminine pronoun is used herein, it shall also include the opposite pronoun.

Section 3 The Employer will maintain an environment in which employees can make known their interest in transferring to other positions for which they are qualified to perform. An employee requested transfer system, including the posting of openings on Employer HRMS and / or email notification, will be maintained which will allow each employee to submit an internal application for transfer and receive consideration as a candidate for open positions for which qualified.

Section 4 Dress Code The Union agrees the employees shall dress in a professional, reasonable, and appropriate manner.

Section 5: Contractor Flying/ Cargo Loading/ Aircraft Preflight Program

Employees whom are required to conduct training on the Aircraft and/or Cargo Loading Trainer or Maintenance personnel who support Cargo Loading activities, will be provided two (2) sets of shirts/pants, gloves, and a jacket at the Employer's expense. Booms may wear jeans. These items will be replaced on an "as required" basis by the Employer. When the employee's safety shoes are no longer serviceable, with a maximum of once annually, the Company will provide to employees a reimbursement up to two hundred dollars (\$200. 00) (receipt required) for OSHA approved safety shoes required by the Company or law.

For MX and ILS employees, if their work clothing becomes damaged, they may submit a reimbursement voucher to the Company Site Manager.

- . Employees must wear approved safety shoes at all times as required by OSHA.

The Company will purchase an employee Insurance Policy for Company flying related duties at a \$250,000.00 coverage level.

Section 6 - Job Descriptions Each employee will receive a copy of their job description for their position. Corporate Human Resources will maintain a copy of the job description. In the event new or revised description falls outside of the scope of this agreement the Union has the right to initiate proceedings in accordance with Article 6 – Grievance Procedures.

Section 7 - Job Performance Communication The Supervisor is responsible for providing regular, periodic feedback to the Employee as to their performance. The Supervisor should establish a regular manner of meeting with each Employee to provide an opportunity for the Employee to discuss their performance and to ask questions. If desired, the Employee may request a Union Representative to attend the meeting. An important element in conducting a meaningful periodic discussion of performance is documentation of the Employee's performance. This can be accomplished by example of work/product performance or detailed notes on the Employee's performance. The meeting provides the Supervisor with the opportunity to listen carefully to the Employee and to respond, while also providing feedback on areas of concern or commendation that the Employee did not raise initially. Dialogue with the employee should be constructive, candid, and non-confrontational.

Section 8 - Security The Union recognizes that the Employer may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government.

The Union agrees that nothing contained in this agreement shall place the Employer in violation of security agreements with the Government.

It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance

or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States Government on government work, and that denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Employer due to inability to meet job requirements.

It is understood that there shall be no liability on the part of the Employer for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government.

The Employer will reinstate the seniority of an employee who's denied security clearance is reinstated by the Federal Government. A non-probationary employee who loses his security clearance or site access for any reason will not lose his seniority until final adjudication of his appeal. Any employee whose seniority is reinstated within eighteen (18) months under this provision will be reinstated in his previously held occupational title.

Section 9 - New Jobs When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union, in writing, of the requirements and will meet to discuss with the Union the rate of pay prior to the Company establishing the new classification and rate of pay. The Union shall have twenty (20) days from the date of notification in which to challenge the rate of pay. This matter is subject to the grievance procedure up to and including arbitration.

ARTICLE 20 NEW TECHNOLOGY

Section 1 - The Employer and the Union agree that it is to their mutual benefit and sound economic and social goals to utilize the most efficient machines, processes, systems,

methods and/or materials. In this way, the Employer will be able to compete effectively in the marketplace, and, thereby, provide economically secure jobs for its employees. It is the Employer's policy when possible to assure that training is available for its employees so they may have the opportunity to acquire the knowledge and skills required by new technology.

Section 2 - In order that employees can better prepare themselves for the skill requirements of the future and in its fulfillment of its obligation to provide information to the Union, the Employer will provide notification to the Union of the Employer's plans for the introduction of new technology, which may affect the employees. This notification will inform the Union of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any training programs associated with those impacts. The Employer will provide training plans and time to train and practice in simulators, training devices, computer equipment / software and other work areas as appropriate.

Section 3 - The Union, and its representatives, will protect the confidentiality of Employer sensitive and proprietary information disclosed in the notification.

Section 4 - The Employer will provide employees in the affected classification(s) in the bargaining unit the opportunity to volunteer for the training. The Employer will select senior qualified employees utilizing bargaining unit seniority.

ARTICLE 21 LEGALITY/STABILITY OF AGREEMENT

Section 1 - If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. If any section of the contract is declared invalid, the Company and the Union will meet to discuss and negotiate that particular issue.

Section 2 - No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Employer and the Union unless made and executed in writing by the Employer and the Union.

Section 3 - The failure of the Employer to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer to future performance of any such term or provision.

ARTICLE 22 COMPLETE AGREEMENT

Section 1 - This Agreement constitutes the entire agreement between the Employer and the Union, and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement with respect to any and all matters, unless evidenced in writing, dated and signed by the parties hereto.

Section 2 - The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Employer established prior to April 29th 2022 shall not be considered agreed to.

ARTICLE 23 DURATION

Section 1 - This Agreement shall remain in full force and effect and be binding on the Parties for the period beginning at 12:01 a.m. on May 19th 2022 and ending at 11:59 p.m. May 19th, 2025

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day written by its proper officers or duly designated representatives. Dated this 29th day of April, 2022.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day written by its proper officers or duly designated representatives. Dated this 29th day of April 2022.

International Association of Machinist
And Aerospace Workers

CAE USA, Inc.

Roger Betz
Business Representative, IAM&AW
District 171, Local 135

Chris Sens
Labor Relations Specialist

Rob McCollum
Negotiation Committee

Brett Pennington
TS Senior Manager

Jolain McMahon
Negotiation Committee

Skip Deacon
Program Manager

Randy Foster
Negotiation Committee

Rebecca Johnson
Human Resource Business Partner

Dan McMahon
Negotiation Committee

Keith Korenek
Program Manager

Traci Dempsey
Negotiation Committee

Izzy Hanks
Negotiation Committee