

AGREEMENT BETWEEN



and the

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



DISTRICT LODGE 171

and

**LOCAL LODGE 135
(C-17 Program)
Altus AFB, OK**

EFFECTIVE

June 1, 2022 – May 31, 2025

ARTICLE 1

PARTIES AND PREAMBLE

This Collective Bargaining Agreement is made and entered into as of June 1st, 2022, by and between C2 Technologies, Inc. (C2), (hereinafter referred to as the "Employer") with facilities located at Altus AFB OK and International Association of Machinists and Aerospace Workers, AFL-CIO District Lodge 171 and Local Lodge 135, (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 all sites included in this Agreement, including students and workers on these sites to assure efficient operations and to meet the highest standards possible in the service provided. This Preamble shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 2

RECOGNITION

Section 2.1. The Employer recognizes District Lodge 171 and Local Lodge 135 International Association of Machinists and Aerospace Workers, AFL-CIO as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees employed by C2 under the C-17 Training System Program and its successor contracts and included in the bargaining unit at its Altus AFB OK facilities as per the USAF and Boeing Contract number FA8621-15-D-6266 described herein.

INCLUDED: All regular full-time and regular part-time Simulator Maintenance Technicians, Courseware staff, and CCT personnel employed by the employer.

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

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

ARTICLE 3

DEFINITIONS

Section 3.1. Employment Status.

(a) **Regular Full-Time Employees** – is an employee in the bargaining unit who is regularly scheduled to work forty (40) hours per week.

(b) Regular Part-Time Employees – is an employee in the bargaining unit who is regularly scheduled to work fewer than forty (40) hours per week but more than twenty (20) hours per week.

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

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. Except as specifically limited by a provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of business; to select and direct the working force, to determine staffing levels, to establish, eliminate, change, or combine work schedules and work assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to subcontract work which is not intended to result in the permanent displacement of current bargaining unit employees; to make and enforce rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to establish the methods, processes and means of providing services; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business. It is understood and agreed that any of the powers and authority which the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified, delegated, or granted by this Agreement. The Employer agrees that no bargaining unit employees will be laid off as a direct result of subcontracting bargaining unit work.

Section 4.2. The Employer recognizes the Fair Labor Standards Act (FLSA) and NLRB Guidance on the Union's right to negotiate "terms and conditions" of employment. Therefore, the Employer will notify the Union and employees prior to the enforcement of new Employer policies or work rules or changes in existing work rules, and the Employer agrees to provide and maintain access to all applicable policies and work rules. The Union reserves the right to pursue through the Grievance and Arbitration procedures, as spelled out in this Agreement, rules which it believes to be unreasonable.

ARTICLE 5

UNION BUSINESS

Section 5.1. Union Payroll Deduction. It is agreed between the Employer and the Union that any employee in the bargaining unit defined in Article 2 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 (1) year from the date they are signed or until this Agreement expires whichever occurs sooner, irrespective of their membership status in the Union.

(a) **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 by the 15th of the following month.

(b) The Employer shall issue all Union payments for Union dues and Initiation Fees via check to:

International Association of Machinists and Aerospace Workers District 171
1901 N. Washington Enid, Oklahoma 73701

Section 5.2. Indemnity. The Union will indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, or suits instituted against the Employer which are based on or arise out of any action taken by the Employer in accordance with or arising out of the foregoing provisions of this Article 5.

Section 5.3. Explanation to Employees. Either the Employer or the Union may explain to any employee or call to his/her attention his/her rights and obligations under any or all provisions of this Article.

Section 5.4. Shop Stewards. The Union may select not to exceed, except by mutual agreement, four (4) employees per site as Shop Stewards. The Union shall keep the C2 Director of Human Resources and C2 Program Manager currently informed in writing with the name 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 an alternate 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 Shop Steward's alternate. An employee while serving as a shop steward shall not be subject to layoff, transferred or loaned from his job classification so long as other employees remain in his job classification.

Section 5.5. Shop 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 reasonably result in the discipline or discharge of an employee, provided that such employee has requested Shop Steward representation.

Section 5.6. Investigating Complaints or Claims of Grievance. Each respective Shop Steward shall investigate complaints or grievances on the part of employees or the Union to include contacting the business representative in regard to such complaint or grievance. The appropriate supervisor may be present during any discussion relating to any complaint or grievance unless the employee or Shop Steward indicate their desire to participate in a private discussion with an employee, business representative, or his/her designee, relating to a grievance.

The parties acknowledge that Stewards have full-time jobs to perform as employees. Accordingly, they shall keep to a minimum the time they spend handling grievances during their paid workday. If required by the Employer or the contracting agency they shall record such time appropriately.

Should a Steward be required to leave his workstation or job duties to handle a grievance, he shall first request the permission of the or designee upon **Maintenance Manager** or his designee, and shall report back to the Maintenance Manager returning to his workstation/job duties. The Company has the right to defer the Steward's request to leave his job/workstation until some other mutually agreeable time when the Steward's absence would not interfere with mission requirements or the assigned job duties of the Steward or the employees involved in the grievance.

Section 5.7. Business Representatives Access to Site. 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 at least one (1) day prior to the **Maintenance Manager** to enter the premises. The right of entry shall at all times be subject to the Employer's rules, customer restrictions, and security restrictions applicable to non-employees. The Union representative shall not interfere with Employer operations.

Section 5.8. Employer and Employee Discussions. Nothing in this Agreement is intended to abridge the right of a supervisor to privately discuss with any employee under his or her supervision topics pertinent to the workplace, including but not limited to, the employee's job performance as described in Article 24, Section 24.6.

Section 5.9. 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.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1. 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 arising only at Altus AFB OK. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 6.2. 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 by name.

Section 6.3. 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 6.4. A grievance as defined in Section 6.1, 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) business days after the occurrence of the facts or circumstances giving rise to the grievance or when the Union, the employee or the Employer first became aware-of the circumstances giving rise to the grievance.

Step One. Any employee covered by this Agreement, and the appropriate Union Steward shall present his or her grievance to the **Maintenance Manager**. To be timely and properly filed a grievance must be presented in writing within ten (10) business days after the occurrence of the facts or circumstances giving rise to the grievance. 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 appropriate grievance form. The **Maintenance Manager** will hold a meeting within ten (10) business days after receiving the grievance consisting of the Shop Steward and/or the affected employee. The Maintenance Manager shall give a written response to the Steward within ten (10) business 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 to the Program Manager within ten (10) business 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) business 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 Shop Steward and the affected employee. Within ten (10) business 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, Director of Human Resources, or designee, 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 the grievance is not resolved in Step Three, the party that filed the grievance shall submit a written request for binding arbitration to the Federal Mediation and Conciliation Service ("FMCS") within thirty (30) business days after the date of the Step Three decision, with a copy of such demand to the other party. The arbitration request to FMCS shall specify that all arbitrators on the panel must be members of the National Academy of Arbitrators. The parties (or their representatives) shall select the arbitrator by alternately striking names from the panel until only one remains. The parties shall determine by coin toss which side strikes first. The jurisdiction of the arbitrator shall not exceed those subjects and remedies identified herein at Article 6 in the Step One grievance document.

Section 6.5. 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 (2) 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.

Section 6.6. Hearings

(a) The Arbitrator shall conduct an evidentiary hearing; all witnesses shall be sworn. Unless otherwise mutually agreed, a court reporter shall record the hearing and the reporter's transcript shall be the official record of the hearing. The parties shall share equally the cost of the court reporter and transcript." 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 him or her 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 witnesses 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 Shop Steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The Shop Steward and grievant 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 equally between the parties. 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) It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement engage in any action in violation of Article 14 No Strikes/No Lockouts, the Employer shall not be required or in any way be obligated to comply with Article 6 Grievance Procedure until such time as the unlawful actions cease.

(h) 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.

(i) 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. Unless otherwise mutually agreed, all grievance settlements shall be on a "no-reference, no precedent" basis and shall not be admissible in any other arbitration or other proceeding, except as necessary to enforce the terms of the settlement.

Section 6.7. Time is of the essence when dealing with a grievance, but any time limits in this Article can be waived by the written mutual agreement of the parties. The Employer, the employee or the Union may make a timely request to waive the time limits set forth for any specific step of the grievance process, and all parties should work toward making the grievance process equitable for all parties. Failure of an employee or the Union to make a timely request for an extension for 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. 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 6.8. Terminated employees disputing the grounds of their termination will be required to file their grievances in the initial instance at Step Two.

Section 6.9. 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) business days. The demand for arbitration shall be in writing and a copy sent to the Union Business Representative.

Section 6.10. 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 6.11. For purposes of computing time under any of the provisions of this Article, "business days" shall mean working days, excluding weekend days and holidays.

Section 6.12. Non-binding Federal Mediation may be used by mutual agreement of both parties to attempt to resolve a grievance without arbitration.

ARTICLE 7

DISCIPLINE AND DISCHARGE

Section 7.1. Employee discipline prior to termination generally will be in the form of a verbal warning, a written warning, and a final written warning which may or may not include a suspension. The Employer retains the right to impose discipline up to and including immediate termination without progressive discipline for serious offenses. Examples of such offenses include dishonesty; theft of Company, customer or employee property; falsification of Company or Government records or reports; violation of the Company's drug and alcohol policy; verified acts of workplace harassment of any kind; fighting or other workplace violence or threats of violence; firearms or other weapons violations; insubordination defined as failure to adhere to verbal or written instructions from management; loss of or inability to obtain or maintain security clearance; vandalism or destruction of Company, Government or employee property; violation of the No-Strike Clause; or no call, no show for three or more consecutive work days.

Section 7.2. The Employer may discipline and discharge non-probationary employees for just cause. Just cause for discipline or discharge shall include, but not be limited to, all of the offenses listed in the Employer's reasonable Work Rules and/or Employee Handbook.

Section 7.3. The Employer will make reasonable efforts to notify the Shop Steward/or Union Representative in a Stewards absence 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 8.1. All employees at the Altus AFB site have seniority defined as his/her length of service to include the whole span of continuous 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. No employee seniority date will transfer between federal contracts or facilities. Employees hired or transferred into the unit after ratification shall have seniority established upon entrance into the C-17 Program, Altus AFB, OK bargaining unit. Seniority will not be broken for: (1) periods of approved absence with leave, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (2) and (3) shall not exceed 24 months. In the case of occupational injuries, continuous employment will be for the length of the disability. When two or more employees are hired on the same day, the last four digits of their employee number shall then be used for purposes of lay off, recall and promotion (i.e. If two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day). All benefits, vacation, and administrative actions will be based upon the employee's total time accrued within the C-17 training program or time accrued with the Employer whichever is longer. Seniority of employees hired or transferred to the Altus AFB bargaining units after ratification shall not exceed, for bumping and layoff purposes, seniority of employees per site seniority.

Section 8.2. Layoffs. The necessity for layoffs or other reductions of staff shall be in the sole discretion of the Employer, including the number of employees to be laid-off and the job classification, which will be affected. In all cases of decrease in the work force, layoff and recall to work within each classification, preference as between employees shall be determined on the basis of length of seniority with lower senior employees laid off first. In lieu of layoff of full-time employees, the Employer and the Union will negotiate terms and conditions to reduce the workday or work week for all employees within a particular classification to not less than thirty-two (32) hours per week for a period not to exceed two (2) months. This course of action will not be implemented during periods of building modifications or in the event of trainer modifications. If a further decrease is necessary, the layoff provisions will be implemented. Where reasonably possible, the Union will be notified no less than four (4) weeks in advance of any planned reduction. 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 for any such temporary assignment. In the event a job reduction is necessary in the Simulator Technician III job classification, the affected employee(s) shall have the right to bump into the Simulator Technician II job classification provided he/she has seniority over others in that lower classification. This right will also apply for Simulator Technician II employees being bumped to the Simulator Technician I job classification. Any laid off employee will be paid all accrued pay and an additional two weeks of pay at their regular rate of pay.

New employees shall be on probation for ninety (90) calendar days from their initial hire date, during which time they may be discharged at the sole discretion of the Company and without access to the grievance/arbitration procedure. If retained after the probationary period, their names shall be placed on the Seniority List as of their date of hire. Employees who were employed by the Company's immediate predecessor contractor on the same government contract will not be subject to a probationary period.

Section 8.3. Recall. Whenever a vacancy occurs in a job classification, employees who were bumped in a previous layoff action shall be restored to the higher classification in the reverse order in which they were bumped down, i.e., the last employee bumped down from the job classification shall be the one first restored. Subject to the foregoing, 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.

Section 8.4. Accumulation of 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 8.4(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 twelve (12) months during any such period;
- (f) The first thirty (30) days of any other authorized leave of absence;
- (g) Employees on layoff for a period of time equal to four (4) years, per recall rights in Section 8.3 above.

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

- (a) The bargaining unit employee quits, resigns or retires;
- (b) Discharge for cause;
- (c) The bargaining unit 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 his or her intention to return to work after receipt of 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 bargaining unit employee is on layoff for a period of time equal to his/her seniority or four (4) years, whichever is greater;
- (f) The bargaining unit employee fails to report for work at the expiration of a leave of absence granted by the employer for any reason except in extenuating circumstances outside of the control of the employee;

(g) The bargaining unit employee is absent from work for three (3) or more consecutive working days without notifying the Employer.

Section 8.6. Transfers To and From the Bargaining Unit.

(a) The Employer may transfer or promote employees covered by this Agreement to supervisory positions upon mutual agreement of the employee.

(b) Individuals returning to the bargaining unit will utilize their Employer service date to establish their level of benefits only. Otherwise, their bargaining unit seniority will establish their position for layoffs.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 9.1. The normal payroll week is the period from Saturday at 0001 hours through the following Friday at 2400 hours consisting of no less than forty (40) hours for "Full-Time" employees which would normally consist of two (2) consecutive days of rest during said workweek which normally would include a Saturday and/or a Sunday unless dictated by customer or business requirements. The normal workweek is designated as starting on Saturday and terminating on Friday. The normal workday for employees is designated as the consecutive twenty-four (24)-hour period starting at 4 a.m. each day. The bi-weekly payroll period is a fourteen (14)-day period commencing on Saturday at 0001 hours running through the second Friday at 2400 hours.

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

Section 9.3. Determination of starting time, hours of work, lunch periods, and days of rest, will be made by the Employer or their designated site lead/ Maintenance-manager and such schedules may be changed from time to time to suit varying conditions of business. This Section is not subject to Article 6 Grievance Procedure. **The Employer and the Union agree schedules will not be "changed" during a given work week or pay period for the sole purpose of not paying overtime for days scheduled for longer than eight (8) hours unless an employee specifically requests or agrees to the "change" on a case-by-case basis.** This Section will be administered in accordance with state law.

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

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

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

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

Section 9.8. No employee may work overtime without the prior approval of his or her supervisor. When either the Employer schedules an employee to work more than 40 hours during a given work week or when the Boeing (Prime) scheduler assigns and/or

requests an employee to work more than 40 hours during a given work week; the employee will consider this to be "prior approval" from his or her supervisor to work and log overtime.

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

Section 9.10. If an employee is required by the Employer to attend a meeting, which is held during his or her off-duty hours, the employee will be paid for the time spent in attendance in accordance with Articles 9, 19 and 23.

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

Section 9.12. 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. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime, and a reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Employer. No employee shall be subject to bumping from his regular assigned duties merely because overtime is involved.

Section 9.13. Time worked within an assigned shift period shall be compensated at the employee's regular rate of pay as defined in Article 19. Overtime rate of pay shall be compensated at the rate of time and one half (1.5) times the regular rate for all hours worked in excess forty (40) hours per week and two (2) times the regular rate of pay for all hours worked in excess of twelve (12) hours per day in accordance with applicable laws. Overtime can be requested with twenty-four (24)-hour notice. Employees required to work on the seventh (7th) consecutive day of their scheduled shift will be paid double time for the seventh (7th) day. If an employee is required to work on any holiday, or part of any holiday, he will be paid eight (8) hours pay at his regular hourly wage rate for the holiday, plus one and a half (1.5) times their regular wage rate for any hours worked on the holiday.

Section 9.14. There shall be no duplicating or "pyramiding" of overtime or other extra pay provisions. No provision or provisions of this Agreement shall be interpreted or applied to require or permit such duplication or pyramiding.

Section 9.15. Regular full-time employees shall have first preference for work schedules, shift assignments, and requests for time off over regular part-time employees. Individual employees on military leave who are available to work shall only be assigned to work after schedules for full time employees are assigned.

Section 9.16. Employees working thirty-two (32) hours or more per week over a continuous three (3)-month period shall be considered for "Full Time Employees" status.

It is not the intent of the Employer to manipulate this Section in order to avoid promotion to full-time status.

ARTICLE 10

LEAVE OF ABSENCE

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

- (a)** In case of accident or illness, for the period of time the injury or illness requires that the employee be absent from work. The Employer may require satisfactory proof of such injury or illness.
- (b)** In pregnancy cases, upon request of the employee or at such time as leave shall be mandatory under any applicable law.
- (c)** For the period of time necessary to serve in the Armed Forces of the United States.
- (d)** When he/she is appointed by the Directing Representative of the Union representing the particular unit, or selected to a full-time Union position, for the period of time necessary to fill such position.
- (e)** The Employer may grant leaves of absence without pay for other reasons that the Employer considers valid. Should the request for Leave of Absence be rejected by the Employer, the reason will be discussed with the employee.
- (f)** A personal leave of absence for up to thirty (30) days may be granted for compelling reasons subject to management approval.

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

- (a)** When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is medically able to perform the job, as certified by a physician, which was last held;
 - (1)** The employee will be returned to that job if this does not conflict with Article 8 Section 8.2 and Section 8.3,
 - (2)** If this does conflict with Article 8 Section 8.2 and Section 8.3, the employee will be considered for any job that he/she is qualified and able to perform, or (if a layoff occurred that would have affected him during such leave) be subjected to layoff procedures with Article 8 Section 8.2 and Section 8.3.
- (b)** When an employee returns from a leave of absence described in Paragraph 10.2(a) and is not able to perform the job last held due to medical limitation, he/she

will be considered for any job that he/she is qualified and able to perform, or if a surplus occurred that would have affected him during such leave, be subjected to layoff procedures, all in accordance with Article 8 Section 8.2 and Section 8.3.

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

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

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

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

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

(h) If leave was granted to accept a full-time position with the Union in accordance with 10.1 (d), the employee will be returned to the job last held if such job is then populated. If such job is not then populated, the employee will be returned to one of equal grade

Section 10.3 Time 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.

Section 10.4 Family Medical Leave Act. The Company agrees to comply with the Federal Law regarding the Family Medical Leave Act and bargaining unit employees will comply with all appropriate procedures regarding the Act.

ARTICLE 11

DRUG FREE WORKPLACE /HEALTH EXAMINATIONS

Section 11.1. 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 11.2. The Employer has the existing right to require employees to submit to a drug and/or alcohol screening (subject to DOT standards) if reasonable suspicion exists that an employee is using or under the influence of drugs and/or alcohol. If the Employer has reasonable suspicion that an employee is using or under the influence of drugs and/or alcohol the employee may be sent to an immediate care facility for testing during the employees shift or during the off shift. Refusal to submit to the testing procedure will warrant termination.

Section 11.3. 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.

Section 11.4. 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 comply.

ARTICLE 12

NON-DISCRIMINATION/NON-HARASSMENT

Section 12.1. 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, disability or veteran's status. The Employer and the Union further agree that a qualified employee with a disability who is able to perform the essential functions of his or her position or of a specific position for which he or she is being considered, with or without reasonable accommodation, shall not be discriminated against on the basis of his or her disability. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists.

ARTICLE 13

TRANSFER OF TITLE

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

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

ARTICLE 14

NO STRIKES, NO LOCKOUTS

Section 14.1. 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 C² affiliate, 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 14.2. 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 14.1 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 13.1 of this Article.

Section 14.3. 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 14.4. If the Union or any employee engages in conduct prohibited by Section 14.1, 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 14.5. Any employee and any Union employee, agent, official or representative shall be liable in damages to the Employer for any conduct which violates the provisions of this Article.

Section 14.6. 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 15

BULLETIN BOARD

Section 15.1. The Employer shall install and maintain at least one (1) bulletin board. 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.

Section 15.2. 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 C2 affiliate subsidiary, or any other related entity, or which casts any of the foregoing in a negative light. The **Maintenance Manager** will confirm with the Lead Technician that the bulletin boards are in compliance with this Section.

Section 15.3. 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.

Section 15.4. Notices must be given to and approved by the **Maintenance Manager** or his/her designee prior to posting, and such approval shall not be unreasonably denied.

ARTICLE 16

SAFETY

Section 16.1. 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 such issues shall be brought to the attention of the employee's immediate supervisor on an informal basis and thereafter pursuant to the grievance and arbitration procedure, if necessary. If safety shoes are required, the Employer will reimburse employees for the total cost, not to exceed **\$150** on an annual basis **with the receipt**.

Section 16.2. The Employer agrees to reimburse the CCT Load/Vehicle Maintenance employees the cost of Cold Weather Gear (Coveralls, Coat, and Gloves) not to exceed **\$225.00** per calendar year **with the receipt**.

ARTICLE 17

JURY AND WITNESS DUTY

Section 17.1. An employee absent from work due to required jury duty will be paid for such lost hours at his current straight time base rate, including shift differential, up to a maximum of eight (8) hours per day, for each regular workday the governmental body that summoned the employee for jury duty pays the employee. Employees will be paid eight (8) hours jury duty pay and will be excused from their scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. All other employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty (two (2) hours of this time will be considered as travel preparation time). Second and third shift employees summoned to jury duty will be temporarily assigned to first shift on a

weekly basis during the time required to serve. Fees received for jury duty will not be deducted from such ~~pay for up to a maximum of ten (10) days of jury service.~~ The employee will furnish to the Employer evidence satisfactory to the Employer showing the performance of jury duty that meets the requirements of this Section 17.1. ~~An employee get paid for up to a maximum of ten (10) days or as required by state law.~~

Section 17.2. An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law, will be paid for such lost hours at his current ~~regular rate of pay,~~ including shift differential, up to a maximum of eight (8) hours per day, for each regular workday for which he is paid a daily witness fee. Employees will be paid eight (8) hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so serving as a witness. Employees serving as a witness less than four (4) hours must report to work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for witness duty or after their release from witness duty (two (2) hours of this time may be considered as travel preparation time). Witness fees will not be deducted from such pay. The employee will furnish to the Employer evidence satisfactory to the Employer showing his attendance as a witness that meets the requirements of this Section.

ARTICLE 18

SHORT-TERM MILITARY DUTY

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

ARTICLE 19

WAGES

Section 19.1. Wage Rates. An employee's regular rate of pay shall be defined as their straight time hourly rate per Table below plus any applicable pay additives (i.e. Lead pay). The Hourly Wage rates for the job classifications covered by this Agreement become effective the first full pay period in June as stated in the following table:

The Employer also shall have the right, in its sole discretion, to give hiring bonuses and relocation benefits.

Section 19.2. Shift Differential. A **\$2.50** shift differential will be paid for hours worked on swing (2nd) shift and **\$3.00** shift differential will be paid for hours worked for mids (3rd) shift by Maintenance Technicians. Shift differential will be paid when an individual's normally scheduled shift is within the following shift hours:

First Shift (Day): Beginning at or after 4:00 a.m., but before 12:00 p.m

Second Shift (Swing): Beginning at or after 12:00 p.m., but before 8:00 p.m.

Third Shift (Mid): Beginning at or after 8:00 p.m., but before 4:00 a.m.

CCT personnel **only**, may log hours as they fall into the above shift time frames vice start time, in order to compensate for irregular schedules needed to meet operational requirements and yet still stay within 8 hours worked per day. For example: (an individual reporting at 8 a.m. and finishing at 1630, may log 4 – 1st Shift hours and 4 – 2nd shift hours). This is intended only to compensate for irregular requirements, not to be scheduled unnecessarily to increase pay.

Full time employees shall have first preference by seniority within a job classification for work schedules, shift assignments, and requests for time off.

Section 19.3. Pay Additives. Simulator Maintenance Technician Lead, Maintenance Sim Cert Lead Technician, Information System Security Officer (ISSO), and **CCT Lead Vehicle Maintenance/Load Tech** pay additives are as follows:

- **Lead pay** -- seven and one half (7.5) percent (per hour for all hours in pay status)
- **Simulator Certification Technician** -- seven and one half (7.5) percent (per hour for all hours in pay status)
- **Information System Security Officer (ISSO)** -- five (5)-percent (per hour for all hours in pay status)
- **CCT Lead Vehicle Maintenance/Load Tech—will be paid at the Vehicle Maintenance Technician level plus \$1.25 per hour in lieu of Lead Pay above as they perform/supervise both duties**

The appointment of an employee to the position of Information System Security Officer (ISSO), **CCT Lead Vehicle Maintenance/Load Tech**, Maintenance Simulator Certification Technician and a Simulator Maintenance Technician Lead shall be at the sole discretion of the Employer and such rights shall not be subject to the grievance procedure. An employee must be assigned in writing by the Employer to a position listed above and shall be paid the additive percent per hour above his/her base rate. All pay additives referenced in this section will be included in the base pay rate for holidays, Leave, and PTO.

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

Section 19.5. Temporary Upgrades. Employees who are temporarily upgraded shall receive the rate of the new labor grade (which includes the appropriate pay additives). Any such upgrades must be documented by the Employer in order to be considered effective.

Section 19.6. Abnormal Base/Worksite Closures. If the Government notifies the Site Manager or **Maintenance Manager in writing** that access to the work site is barred to “non-

essential personnel” due to severe weather, natural disaster, or base/worksite closure for any reason, and the local customer has cancelled their training, the employees will be paid for their regular scheduled workday not to exceed 8 hours. If this occurs during working hours all non-essential employees will be sent home. **Employees must verify management concurrence by calling the Site Manager or Maintenance Manager.** The Site Manager, **Maintenance Manager, or Leads** will make every effort to notify employees scheduled to work on the day of the base/worksite closure not to report to the worksite.

Section 19.7. Part-Time Benefits.

$$\text{\$HRP} + \text{\$HV} = \text{\$THR}$$

$$\text{\$HV} = \text{\$HRP} \times (88 + \text{vacation accrual}) / 2080$$

Definitions:

HRP = Hourly Rate of Pay

HV= Holiday/Vacation Pay per hour

THR = Total Part-Time Hourly Rate

CIL = Cash in Lieu will be earned and added as described in the H&W section

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

Section 19.9. Travel. If an employee is temporarily reassigned to another geographic location, wages and expenses will be paid by the Employer in accordance with the Employer Travel Policy. In no case will wages be less than what is stated in this Agreement.

ARTICLE 20

GROUP BENEFITS & RETIREMENT PROGRAM

Section 20.1. Group Benefits Package for Full-Time Employees on the Active Payroll. On June 1, 2019, the Employer will provide each employee who is normally scheduled for 20 hours or more the amount of **\\$12.00** ; June 1, 2022, **\\$12.50**, June 1, 2023, **\\$13.00** per hour paid, to a maximum of forty (40) hours per week (to include vacation, PTO, and holidays), to be used for the purchase of Health and Welfare benefits. All benefits will be offered in accordance with the Company's negotiated plans for the Altus AFB OK location. Any unused monies will remain with the employee.

Section 20.2. Employees may also purchase the following Optional Group Insurance benefits offered by the Employer. Employees will be provided an opportunity to change their benefit elections during the annual enrollment window or if they experience a qualified life event as defined by the plans. The current package of Optional Group

Insurance benefits in which the full premium cost is borne by the employee, shall be provided for the term of this Agreement including:

Medical Plan (C2 Benefits Plan)

Dental Plan (C2 Benefits Plan)

Vision Plan (C2 Fully Insured Benefits Plan)

Health Savings Account Depending on plan chosen

Limited Purpose Flexible Spending Account (healthcare and dependent care)

Benefits are available to employees working 30 hours or more per week. Benefits are offered in accordance with the company's respective plan documents in effect at the time.

Group Term Life & AD&D – Benefit amount is equal to 1x your annual earnings, but in no event, less than \$10,000 or more than \$100,000. Benefit amount is rounded to the next higher multiple of \$10,000. Benefit degrades by 35% at age 65 and 100% at age 70 IAW policy.

Short Term Disability – Benefit amount is 60% of weekly salary to a maximum of \$1,500 for up to 11 weeks.

Long Term Disability – Benefit amount is 60% of monthly salary to a maximum of \$5,000. Long term disability claims are submitted once an employee's short term disability period has ended.

Voluntary Life & AD&D – Benefit amount is up to 5x ~~your~~ annual earnings, rounded to the next higher multiple of \$10,000. Minimum election is \$10,000 in increments of \$10,000. Spouse amount is \$5,000 up to \$250,000, in increments of \$5,000, provided the amount elected does not exceed 100% of employee amount election. Dependent children amount is \$2,000 up to \$10,000, in increments of \$2,000, provided the amount elected does not exceed 100% of employee amount election.

Section 20.3. Administration. The Group Benefits Package shall be administered by the insurance companies, health care contractors or administrative agents with whom the Employer enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by the Group Benefits Package and no question or issue arising under the administration of such Group Benefits Package or the contracts and/or administrative agreements identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 6 of this Agreement.

Section 20.4. Retirement Plan. Employees will be eligible to participate in the C2 Savings Plan. Employees are eligible to receive a company match equivalent to fifty (50) percent of each one (1) percent contributed by the employee up to ten (10) percent of employee contributions. For example, an employee contributes eight (8) percent of eligible compensation; the Employer matches with four (4) percent. The plan design and the matching contributions are based on plan provisions outlined in the appropriate plan document.

Section 20.5. Machinists Custom Choice and Worksite Benefits Program. It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS).

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

Section 20.6. IAM National Pension Fund, (the “Fund”). The Employer shall contribute to the I.A.M. National Pension Fund, (the “Fund”) for each hour or portion thereof to a maximum of forty (40) hours per work week and to a maximum of two thousand and eighty (2080) hours per calendar year for which employees in all job classifications covered by this Agreement are entitled to receive pay as follows:

\$1.50 Per hour effective 6/1/2022

VACATION

General - It is the policy of the Company to grant vacation to employees after each year of service. It is believed that a reasonable period of time away from the job is conducive to good health and well-being and can have a refreshing effect that is to the advantage of the Company as well as the employee. Accordingly, it is management's responsibility to give each eligible employee the opportunity to take a vacation each year. An employee's full years of seniority or their benefit service date shall establish his/her vacation accrual rate as follows:

- a. The vacation eligibility date will be the later of last hire by the Employer or predecessor contractor when service was continuous, or the most recent rehire date following a termination. An employee who meets the requirements as set forth in paragraphs 16.5 in this Article shall be eligible for vacation credits in accordance with the following:

Years of Service Completed	Vacation Hours Earned
0 years through 4 years	80
5 years through 9 years	120
10 years and over	160

- b. Employees may carry over a maximum of one hundred **twenty (120)** accrued hours from one year of service to the next.
- c. An employee must be in pay status for each two-week pay period to receive his/her 1/26th vacation accrual.
- d. **Vacation will be paid at an employee's regular rate of pay as defined in Article 19, without any shift differentials**

Section 21.2. There will be no pay in lieu of time off for vacation. The intent of this provision is to cause each Employee to use the vacation awarded for time off. Vacations shall be paid at the Employee's **regular rate of pay as stated in Article 19.1**, excluding shift differential., at the time the vacation is taken.

Section 21.3. Vacation time off may be taken as soon as vacation credits are accrued, provided that all time off is taken during a period designated by mutual agreement between the Company and Employee and shall not be canceled unless required by the operational needs of the Air Force or the Company. Vacations can be taken in hourly increments as desired, consistent with scheduling needs of the Company.

Section 21.4. Accrual of Credits.

21.4.(a). Vacation credits will accrue and be awarded at the rate of one twenty-sixth (1/26) of an Employee's annual vacation for each two (2) week pay period of actual work based on his vacation eligibility date (i.e. Seniority Date/Benefit Service Date).

21.4.(b). Vacation credits will not be accrued during period of time on layoff, strike, or after the first thirty (30) calendar days of a leave of absence.

Section 21.5. Eligibility Conditions. The vacation eligibility date (i.e. Seniority Date/Benefit Service Date) will be **as previously stated in Article 8-**

Section 21.6. Allowance for Use of Credits. Employees may receive vacation pay in advance of their vacation, provided pay therefore is requested in writing at least two (2) weeks in advance of the payday immediately prior to the date approved for the start of such vacation.

Section 21.7. Use of Vacation Credits. Except as provided in Section 16.2, between eligibility dates (i.e. anniversary dates), an Employee shall use his unused vacation credit accrued in the twelve (12) month period preceding his last anniversary date as vacation with pay at the employee's **regular rate of pay as stated in Article 19** in effect at the time such credit is taken subject to the following conditions:

- a. Employees shall request vacation dates on forms provided by the Company and the Company will endeavor to schedule his vacation as requested.

b. In instances where Company Management believes the awarding of vacations as requested would interfere seriously with production requirements, the scheduling of vacations shall be as near to the dates requested as possible.

c. In scheduling vacations, the Company will attempt to meet its production requirements by use of Employees on a voluntary basis, and, failing in this, the Employees with the greatest seniority will be given their preference of available vacation dates to the extent established vacation schedules will permit

Section 21.8. An Employee who is removed from the active payroll shall be provided pay-in-lieu of vacation for all unused and awarded vacation credits in his account, regardless of reason for termination.

ARTICLE 22

PERSONAL TIME OFF

Section 22.1. Accumulation of Personal Time Off

22.1(a) Employees, on the active payroll shall be awarded eighty (80) hours of Personal Time Off, effective on ~~the first day of the month of their anniversary date.~~ **1 June 2022 through the remainder of the contract.** Personal Time does not carry over into the next anniversary year.

Section 22.2. Eligibility Conditions.

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

Section 22.3. Use of Personal Time.

22.3(a) An employee shall be eligible to use Personal Time credits as soon as credits have been awarded. Payment for Personal Time shall be at the employee's **regular rate of pay as stated in Article 19.1** ~~straight time base rate table, excluding shift differential.~~

22.3(b) An employee may use Personal Time credits of no less than **one-tenth (0.1)** of an hour.

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

22.3(d) When Personal Time cannot be charged because the employee has exhausted all personal time credits and he is not yet eligible for an award of his next personal time credits, the employee may use available vacation credits or be granted leave without pay, subject to management approval.

Section 22.4. It is expressly agreed between the parties that the terms of this Agreement, and any accrual benefits, are binding on any successor contractor or successor employer whether said successor takes over all or part of the operation. Specifically, but without limitation, accrued, but untaken personal time shall continue as an obligation of any successor contractor or successor employer, and the employees covered by the

Collective Bargaining Agreement shall continue to have their individual credit with said successor the full amount of personal time accrued, and shall continue to accrue benefits of this Article.

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

Section 22.6. Bereavement Leave. A maximum of up to three (3) days paid time will be granted as approved absence for each occurrence of the death of an immediate family member. Immediate family members are (include biological, adopted, or current step): father, mother, spouse, daughter, son, brother, sister, grandparent, grandchild, father/mother in-law, daughter/son in-law, brother/sister in-law, spouse's grandparent, same-gender domestic partner, or parent of same gender domestic partner. An additional 2 days of approved absence shall be granted for any bereavement outside a 300-mile radius.

ARTICLE 23 HOLIDAYS

Section 23.1. Paid Holidays. The Employer each calendar year recognizes the following holidays:

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

When any of the above-named holidays falls on a Saturday or Sunday, it will be observed IAW the Federal Government's Observed holiday schedule.

If an employee is required to work on any holiday he/she will be paid eight (8) hours pay at his regular hourly wage rate for the holiday, plus one and a half (1.5) times their regular wage rate for any hours worked on the holiday. ***Except for the Flexible Day**

ARTICLE 24 MISCELLANEOUS

Section 24.1. An 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 8.1. 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 24.2. Whenever the masculine or feminine pronoun is used herein, it shall also include the opposite pronoun.

Section 24.3. 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. Open positions are posted which will allow each employee to make application for transfer and receive consideration as a candidate for open positions for which qualified.

Section 24.4. Dress Code. During shifts when customers are present employees will wear collared shirts, work pants and shoes that will present a positive impression to the students and/or visitors. The Union agrees the employees represented thereby as employees of Employer, shall observe Employer Policy applicable to employees not subject to collective bargaining agreement.

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

Section 24.6. Temporary Duty (TDY). Where reasonably possible, subject to the needs of service, the Employer will provide seven (7) day notice prior to assigning temporary duty. The Employer will use its best efforts not to send maintenance technicians TDY for periods exceeding two (2) weeks. The Employer further agrees to assign volunteers first for TDY's. If no maintenance technician volunteers, then seniority will be used as a basis for assigning TDY maintenance technicians and the least senior qualified maintenance technician will be first assigned the TDY. However, on succeeding TDY's of the same nature, the starting point for assigning the TDY will be the second least senior qualified maintenance technician.

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

Section 24.8. Non-Bargaining Unit Work.

Employer employees in job classifications not covered by this Agreement shall not perform work normally performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experimental, or work of a special mechanical nature, (e.g. installation of modifications, when necessary), special training of employees from other locations, or to instruct employees properly. The term "Emergency" is defined to mean an unforeseen combination of circumstances. To effectively manage the quality of training and ensure contractual obligations are met, The Employer agrees that none of the above circumstances will cause a bargaining unit employee to be laid off, displaced, or excluded from overtime.

ARTICLE 25

NEW TECHNOLOGY

Section 25.1. 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 knowledge and skills required by new technology.

Section 25.2. 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.

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

Section 25.4. 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 26

LEGALITY/STABILITY OF AGREEMENT

Section 26.1. 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.

Section 26.2. 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 26.3. 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 27

COMPLETE AGREEMENT

Section 27.1. 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 27.2. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, except as provided below, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

Section 27.3. 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, which is not included in this Agreement, shall not be considered agreed to.

ARTICLE 28

DURATION

Section 28.1. 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 **June 1, 2022, and** ending at 11:59 p.m. on **May 31, 2025.**

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

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

