

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



SONORAN TECHNOLOGY and PROFESSIONAL SERVICES, LLC.

And

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,

AFL-CIO

DISTRICT LODGE 171

And its

LOCAL LODGE 898

And

Local Lodge 135

Dates

July, 31<sup>st</sup> 2024 through Jul. 30<sup>th</sup>, 2027

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## **ARTICLE 1 RECOGNITION**

THIS AGREEMENT, dated as of **23<sup>d</sup>** day of May 2024 by and between Sonoran Technology and Professional Services LLC., (hereinafter referred to as “the Company”) and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge 171 and its Local Lodge 135 and Local Lodge 898 (hereinafter referred to as “the Union”). It is agreed that the Union is the exclusive bargaining agent of certain employees of the Company, and the Union and the Company have negotiated a Collective Bargaining Agreement covering wages, hours and other employment, and the parties desire to reduce the agreement to writing, NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows.

**Section 1.1 Recognition.** The Company recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all employees covered by this agreement.

**Section 1.2 Bargaining Unit.** The Company and the Union agree that the employees covered by this agreement shall consist of the following: All employees employed by the Company on Flight Training Operations Support 2 (FTOS-2) who physically perform work at Altus AFB, Oklahoma and Vance AFB, Oklahoma under the United States Air Force Contract Number **47QRAD20D8134\_FA300223F0103 Subcontract Number 1259-OASISAFFTOS2-SON-01** and its successor contracts, including **Schedulers, Training, and Stan/Eval.** excluding supervisors and managers, office clerical employees, professional employees and guards as defined by the Act, and all other employees of the Company, including those employees on other IDWA’s or contracts other than those identified above.

## **ARTICLE 2 RIGHTS OF MANAGEMENT**

**Section 2.1** The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The Company does have the right to subcontract work and designate the work to be performed by the Company and the places where it is to be performed, which right shall not be subject to arbitration.

**ARTICLE 3**  
**UNION AND COMPANY RELATIONS**

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

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

**Section 3.3 Union Membership.**

**Section 3.3.(a) Vance AFB** All of the Company's present employees within the bargaining unit shall remain members of the Union as a condition of employment. All newly hired employees in the bargaining unit shall become members of the Union within ninety (90) days after their date of hiring and shall remain members of the Union as a condition of employment, within the requirements of the National Labor Relations Act. To be a member of the Union a member must pay all initiation fees, Union dues and assessments uniformly required of all members. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues or, in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

In the event that paragraph 3.1 becomes illegal, by reason of Oklahoma law prohibiting the

Union shop, then the parties will substitute an agency shop provision for the Union shop provision if such substitution can lawfully be made. Such agency shop provision, if legal, would require all employees in the bargaining unit to pay the Union an amount equal to Union dues, initiation fees, and assessments.

The Company shall within thirty (30) days after written notice from the Union discharge any non-CBA covered employee who is not a member of the Union.

**Section 3.3.(b) Altus AFB.** All employees described in Article 1.1 shall have the option of being Union Members.

**Section 3.3(c) Explanation to Employees.** Either the Company or the Union may explain to any employee or call to his attention, at any time, his rights and obligations under any or all provisions of this Article 3.

**Section 3.4 Payroll Deduction for Union Dues and Initiation Fee.** The Company shall make payroll deductions for the Union's dues upon receipt by the office designated by the Company of a voluntary written assignment covering such deduction on a form mutually agreed to by the Union and the Company. The deduction list will include each such employee's social security number or permanent employee number, name and amount of deduction and such itemization will be forwarded to the Union. The Union dues shall be in an amount specified on such assignment and the amount will have been approved by the Company in advance as being administratively practicable.

**Section 3.5 Back Dues.** Collection of any back dues owed at the time of starting deductions for any employee and collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.

**Section 3.6 Membership Dues.** Deduction of membership dues 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 or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

**Section 3.7 Indemnity.** The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Company

which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article 3.

**Section 3.8 Business Representatives - Access to Work Site.** The Business Representative of the Union shall have access to the Company work sites during working hours for the purpose of conducting legitimate Union Business pertaining to this Agreement including, but not limited to, the investigation and advising in the handling of grievances, and the Company will not impose regulations which will render the intent of this provision ineffective. The necessary Company badges and credentials will be available to the Business Representative during working hours. The Union shall keep all the Company Managers of Human Resources currently informed in writing of the name of the accredited Business Representative.

**Section 3.9 Shop Stewards.** At each site the Union may select not to exceed, except by mutual agreement between the Company and Union, two (2) employees as shop stewards who are not located in the same Squadron and hold different job categories from each other. The Union shall keep all the Company Managers of Human Resources currently informed in writing of the names of the accredited shop stewards. An employee while serving as a shop steward shall not be transferred loaned or laid off from his/her job classification so long as other employees remain in his/her job classification and on the shift he/she is designated shop steward.

**Section 3.10 Stewards to Investigate Complaints or Claims of Grievance.** Each steward shall notify and obtain permission from his Company supervisor before leaving his work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the Business Representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or the fact that a critical operation is in process. The Company supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the Company supervisor shall authorize a steward to participate in a private discussion with an employee, business representative or his designee, relating to a complaint or grievance. Discussions of the type described in this Section shall be conducted without requiring the employee or steward to clock out provided the discussion does not extend beyond the time that the Company supervisor considers reasonable under the circumstances.

**Section 3.11 Bulletin Boards.** The Company will provide bulletin boards for the use of the Union at locations mutually agreed to. Their use will be restricted to the following.

- (a) Notices of Union meetings;
- (b) Notices of Union elections and results thereof;

- (c) Notices of Union recreational and social affairs;
- (d) Such other notices as are mutually agreed upon.

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

**Section 3.12 Company Supervisor Rights.** Nothing in this Agreement is intended to abridge the right of a Company supervisor to privately discuss with any employee under his or her supervision topics pertinent to the workplace, including but not limited to, the employee's job performance.

**Section 3.13 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 Company representatives shall be arranged upon request of either party. Such meeting shall take place at a time mutually convenient to both parties. Any use of Company time for attendance at such meetings shall be arranged in advance by mutual agreement.

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

## **ARTICLE 4 GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

**Step 1 – Oral Discussion.** The employee shall first discuss his grievance with the Steward and if the Steward considers the grievance to be valid then the employee and the Steward will contact

the Program Manager or Assistant Program Manager and will attempt to affect a settlement of the complaint. If the steward and the employee choose to pursue a Step 1 grievance, they shall discuss with the Program Manager or Assistant Program Manager within ten (10) workdays from the date of the act being grieved or the date the employee became aware or should have become aware, whichever is first. This procedure, however, will not prevent an employee from contacting his Program Manager or Assistant Program Manager if he so chooses. If the purpose of the employee's contacting his Company supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

**Step 2 – Grievance Reduced to Writing.** This will be handled by the **Program Manager or Assistant Program Manager**. If no settlement is reached in Step 1, the grievance will be reduced to writing and may contain the grievant's signature along with the following:

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

The Steward shall sign and submit the written statement of grievance to the Company supervisor for his consideration, with a copy to the designated representative of the Company, within ten (10) workdays from the Step 1 decision/meeting or attempted meeting. After such submission, the Company supervisor and the Steward may, within the next five (5) workdays, unless mutually extended, settle the written grievance and, over their signatures indicate the disposition made thereof. Otherwise, promptly after the expiration of such five (5) day period, or agreed extension thereof, the Company Supervisor shall provide the Steward with the written decision regarding the grievance. Step 1 and Step 2 can be performed telephonically.

**Step 3 – Written Grievance Handling at Business Representative/Company Representative Level.** If no settlement is reached in Step 2 within the specified or agreed time limits, the Business Representative or his designee may submit the grievance to the designated representative of the Company. If the Union chooses to submit a step 3 grievance, it shall be issued to the representative of the Company within five (5) workdays from receipt of the step 2 decision. After such submission, the designated representative of the Company and the Business Representative or his designee may, within the next ten (10) workdays, unless mutually extended, settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) day period, or agreed extension thereof, the designated



representative of the Company shall provide the Steward with the written decision regarding the grievance.

**Step 4 – Mediation.** If the Initiating Party chooses to continue pursuing the grievance and no agreement is reached at Step Three, the initiating party’s representative shall request mediation in writing from the **Federal** Office of the Federal Mediation and Conciliation Service within ten (10) workdays of the decision in Step Three. 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 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 scheduled working hours. A grievant 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 with pay to attend the mediation will not be unreasonably denied.

**Step 5 – Arbitration.** If settlement is not reached at mediation, the Union or the Company shall, if at all, within ten (10) workdays 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 4.

### Grievance Process

Step 1. Oral Discussion	Employee discusses with Union Steward	If valid grievance, within 10 workdays, discuss with Employee’s Company Supervisor and Program Manager
Step 2. Grievance Reduced to Writing	If no settlement is reached in Step 1	Provide Program Manager written grievance within 10 workdays of oral discussion or attempted meeting. After submission, the Program Manager and the Union Steward may within 5 workdays, settle the grievance. After expiration of the 5 workdays, the Program Manager or Assistant Program Manager will issue a written decision.
Step 3. Written Grievance Handling	If no settlement is reached in Step 2	Union must submit grievance to Representative of the Company within 5 days of Step 2 discussion. Within the next 10 workdays, the Company Representative and the Business Representative may settle the grievance unless mutually agreeing for an

		extension.
Step 4. Mediation	If no settlement is reached in Step 3 and the initiating party chooses to continue the grievance	The initiating party will request mediation in writing from the Oklahoma Office of Federal Mediation and Conciliation Service within 10 workdays of Step 3 discussion.
Step 5. Arbitration	If no settlement is reached	The Union or the Company shall forward the grievance for binding arbitration within 10 workdays after mediation.

**Section 4.3 Dismissals, Suspensions, Layoff, Etc.** In cases of layoff or suspension for just cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension or termination of service paperwork, as the case may be, if he is available to be presented with such copy. If he is not available, copies of the paperwork will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the paperwork providing the Union files a written grievance in accordance with the time limits specified above. In cases of layoff, dismissal for just cause, suspension for just cause, or involuntary resignation, the grievance should begin at Step 2 and may continue proceeding through all steps of the grievance procedure identified above.

**Section 4.4 Union versus Company.** Processing of grievances which the Union may have against the Company shall begin with Step 3, shall be limited to matters dealing with the interpretation or application of terms of this Agreement, and shall be submitted to the Company's representative within ten (10) workdays from the date of the issue being grieved. Such grievance shall be submitted in writing to the designated representative of the Company, and shall contain the following:

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

The grievance shall be signed by the designated representative of the Union. The remainder of the step 3 grievance procedure should be followed. If no settlement is reached, the Union may continue proceeding through the grievance procedure.

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

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

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

**Section 4.7(a).** The arbiter shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, after the completion of the hearing.

**Section 4.7(b).** The arbiter shall be authorized to rule and issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.

**Section 4.7(c).** The arbiter shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is a mutual agreement, in the presence of both parties.

**Section 4.7(d).** Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs with a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

**Section 4.7(e).** Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

**Section 4.7(f).** The Union or the Company, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including his necessary expenses.

**Section 4.7(g).** The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

**Section 4.8 Extension of Time Limits by Agreement.** Time limits designated in these Article for processing grievances and for bringing a matter to arbitration may only be extended by mutual written consent. Failure of the initiating party's adherence to the time limits will result in denial and closure of the grievance.

**Section 4.9 Agreement Not to be Altered.** In arriving at any settlement or decision under the provisions of this Article, neither the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

**Section 4.10 Conference During Working Hours.** All conferences resulting from the application of provisions contained in this Article shall be held during working hours.

**Section 4.11 Business Representative, When Not Available May Authorize Designee.** For any period that the Business Representative is unavailable to serve in that capacity under this Article 4, he may designate an accredited Steward or another accredited Business Representative to act for him. As to each such period of unavailability, authorization of the designee will be accomplished by the Business Representative informing the appropriate Company representative of the expected period of the Business Representative's unavailability to perform his duties under this Article 4, he shall promptly notify the Company representative of the fact and such notice will terminate the period during which the designee is authorized to act.

## **ARTICLE 5 SENIORITY**

### **Section 5.1 Probationary Employees.**

**Section 5.1(a).** For the first ninety (90) days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward the completion of his probationary period. Upon the completion of his probationary period, his seniority date will then be established as of ninety (90) days prior to the completion date of his probationary period. Seniority will be based on date of hire.

**Section 5.1(b).** During such ninety (90) day period, probationary employees may be laid off or terminated at the discretion of the Company. Such layoffs or terminations during the probationary period shall not be subject to the grievance and arbitration procedure.

**Section 5.2 Establishment of Seniority.** The seniority date of each employee, who, as of the effective date of this agreement, is in the unit defined in Article 1, on authorized leave of absence from the unit or acting in a supervisory capacity over employees in the unit shall be in conformance with the date carried on the Company's service records. The seniority date of each employee, who, subsequent to the effective date of this agreement is hired, rehired or transferred into the unit shall be the effective date of such hire, rehire or transfer.

**Section 5.3 Employees With Identical Seniority Dates.** When two or more employees have the same seniority date as herein provided, the employee having the lowest clock number (the last four [4] digits of one's social security number) shall be considered as having the least seniority for tie breaking purposes.

**Section 5.4 Accumulation Seniority.** Seniority shall accumulate to the following.

**Section 5.4(a).** Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1 of this Agreement.

**Section 5.4(b).** Employees while on active military service and reinstated in compliance with applicable law.

**Section 5.4(c).** Time spent on authorized leave of absence for Union business in accordance with Article 8.

**Section 5.4(d).** Time lost by reason of industrial injury, or industrial illness not to exceed the time limits on layoff statute provided in 5.4(g).

**Section 5.4(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.

**Section 5.4(f).** The first thirty (30) calendar days of any other authorized leave of absence;

**Section 5.4(g).** Time spent on layoff for a period not to exceed five (5) years, or for employees with less than one (1) year seniority, time spent on layoff for a period not to exceed one (1) year.

**Section 5.5 Loss of Seniority.** An individual shall lose seniority rights for the following reasons.

**Section 5.5(a) Resignation.** In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Company, or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned.

**Section 5.5(b).** Discharge for just cause.

**Section 5.5(c).** Failure to respond with an acceptance within seven (7) calendar days after dispatch of a recall from layoff notice by certified mail (unless such period is extended by the Company).

**Section 5.5(d).** Failure to report for work within seven (7) calendar days after acceptance or on such later date as may be designated by the Company.

**Section 5.5(e).** Failure to keep the Company advised by certified mail of any changes in current mailing address during layoff status. The Company will fulfill its obligation for notice of recall by mailing a certified notice to the employee's last address of record.

**Section 5.5(f).** Layoff for a period in excess of five (5) years (or for employees with less than one [1] year seniority, layoff in excess of one [1] year).

**Section 5.5(g).** Retirement.

**Section 5.5(h).** Absence in excess of three (3) consecutive working days without notice, either by telephone or written message by messenger to his immediate supervisor shall constitute resignation as in 5.5(a) above, unless satisfactory evidence of inability to report for work is shown.

**Section 5.6 Transfers To and From the Bargaining Unit.**

**Section 5.6(a).** The Company may transfer or promote employees covered by this Agreement to supervisory positions.

**Section 5.6(b).** Employees transferring to supervisor or other salaried positions, shall retain their bargaining unit seniority but shall not accumulate additional seniority while they remain in such salaried positions.

**Section 5.6(c).** The Company at any time may transfer or demote to positions within this unit those employees who have accumulated or are accumulating seniority under Section 5.2 of this Article 5. Such transfers or demotions may be made subject only to the job return rights of others to the extent provided in Article 12.

## **ARTICLE 6 WORKWEEK, HOURS OF WORK AND SHIFTS**

**Section 6.1 Workweek: The workweek is Sunday through Saturday.** Normal work schedule is Monday – Friday with the options to flex time on Saturday and Sunday.

Determination of starting time, hours of work, and days of rest, shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The Company will provide as much advance notice to the employees as possible.

The normal workweek shall be forty (40) hours consisting of five (5) days of eight (8) hours per day Monday to Friday.

**Section 6.2 Lunch Periods.** The workday shall be an eight (8) hour period of work and an option of up to one (1) hour period of unpaid lunch. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business.

**Section 6.3 Flexible Schedule.** Employees may “Flex” their schedules specifically in weeks that include military down, goal, and/or family days, employees may, at their option, flex their schedule to complete their forty hour workweek around the military down, goal, or family days, provided that: (1) there is prior approval by the Program Manager, (2) the workload that week is conducive to flexing, and (3) the flexing occurs within the same workweek and does not result in overtime.

Employees who choose to “Flex” may work up to 12 hours with prior approval. Due to the employee “Flexing” his schedule, the provisions of overtime as stated in Article 7 would not apply. Overtime in this “Flexing” situation would begin after the twelfth hour is completed and would

follow the provisions of Article 7 and compensate the employee at 1.5 times the straight time rate.

**Section 6.3.a Flexing.** Approval for up to one (1) hour may be granted by the site lead after coordination with employee's office.

**Section 6.3.b Other Flexing.** If the Government customer requires that more than one (1) hour of flex time is needed, the site lead can approve flexing into the other days within the work week.

## **ARTICLE 7 OVERTIME**

**Section 7.1 Overtime.** The Company will attempt to meet its overtime requirements on a voluntary basis, using seniority, among the employees who normally perform the work on a straight time basis; however, in cases of selective overtime, new hires or rehires may be excluded for the first ninety (90) calendar days of their employment. In the event there are insufficient volunteers to meet the requirement, the Company supervisor may designate and require the necessary number of qualified employees to work the overtime, in reverse seniority order. A reasonable effort will be made to equalize overtime between employees within a work group, such work groups to be determined by the Company.

**Section 7.2.** For time worked above forty (40) hours a week, an employee shall be paid one and one-half (1 ½) times his base rate.

**Section 7.3.** There shall be no pyramiding of overtime and/or other premium payments. No overtime shall be worked except by direction of the Company's appropriate management. For the purposes of calculating over-time, straight-time rate will include the employee's base rate plus any premiums excluding benefits and the savings plan.

**Section 7.4 Wage Payment Basis.** Employees shall be paid for time worked computed to either the nearest one-tenth or one-quarter hour in accordance with the policy of the employee's Company.



**ARTICLE 8**  
**LEAVE OF ABSENCE**

**Section 8.1 Authorized Leaves of Absence.** For the time period indicated in each instance, leaves of absence (without pay except to the extent vacation credit or sick leave credit can be used and is used under and in accordance with Articles 16 and 17) shall be granted to an employee on the active payroll:

**Section 8.1(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 Company may require satisfactory proof of such illness, as well as an authorization to return to work. Alcoholism may be the basis for granting medical leave to individuals while under treatment at a recognized and accepted treatment center or hospital if such treatment is requested prior to the employee being terminated for unsatisfactory attendance or violation or other Company rules.

**Section 8.1(b).** In pregnancy cases, upon request of the employee or at such time as leave shall be mandatory under any applicable law, the Company must be notified immediately upon medical confirmation that a pregnancy exists.

**Section 8.1(c).** For the period of time necessary to serve in the Armed Forces of the United States.

**Section 8.1(d).** When he is appointed as a full time 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.

**Section 8.1(e).** The Company may grant leaves of absence without pay for other reasons that the Company considers valid, such as Family Leave or for personal reasons.

**Section 8.1(f).** Requests for leaves of absence must be made in writing to the Company and specify the reason for the absence.

**Section 8.2 Return from Leave of Absence.** An employee who applies for return from leave of absence on or before the expiration date of his leave will be returned in accordance with the following:

**Section 8.2(a).** When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is medically able to perform the job which was last held.

**Section 8.2(a)(1).** The employee will be returned to that job if this does not conflict with Article 12.

**Section 8.2(a)(2).** If this does conflict with Article 12, the employee will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplus procedures with Article 12.

**Section 8.2(b).** When an employee returns from a leave of absence described in paragraph 8.2(a) and is not able to perform the job last held due to medical limitation, he will be considered for any job that he is qualified and able to perform, or (if a surplus occurred that would have affected him during such leave) be subjected to surplus procedures, all in accordance with Article 12.

**Section 8.2(c).** When an employee returns from a leave of absence that was granted due to non-industrial injury or illness or because of pregnancy, and the period of the leave has not exceeded one year, and the employee is able to perform the job last held, the steps and procedures of subparagraphs 8.2(a)(1) and 8.2(a)(2), limitation will apply.

**Section 8.2(d).** When an employee returns from a leave of absence described in paragraph 8.2(c) and is medically not able to perform the job which he last held due to medical limitation, he will be considered for any job which he is qualified and able to perform; otherwise, he may be placed on layoff, in accordance with Article 12.

**Section 8.2(e).** If leave was granted due to non-industrial injury or illness and the period of leave is in excess of one year, the employee may be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, he may be placed on layoff.

**Section 8.2(f).** If leave was granted for military service, the provisions of applicable laws shall apply.

**Section 8.2(g).** If leave, irrespective of length, was granted for any reason other than those stated in paragraphs 8.2(a) to 8.2(f) inclusive, and in paragraph 8.2(h), the employee will be returned to the job title last held providing there is an opening in such job title and placement in such opening is not inconsistent with Article 12; otherwise, the employee may be placed on layoff.

**Section 8.2(h).** If leave was granted to accept a full-time position with the Union, the employee will be returned to the job last held if such job is then populated. If such job is not then populated, the employee will be returned to one of equal grade.

**Section 8.3 Scheduled Deductions.** While on any Leave of Absence, employees are responsible to contact HR and make arrangements for any scheduled deductions such as insurance premiums.

**Section 8.4** Employees must maintain contact with management on a status of leave.

## **ARTICLE 9 SAFETY**

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

**Section 9.2 Use of Safety Devices.** The Company will furnish proper and modern safety and sanitary devices for all employees working on unsafe and hazardous work. The Company will not provide or pay any of the cost of safety shoes except in those cases that management determines that non-skid shoes are required. It shall be mandatory for all employees to use such devices and/or safety shoes when the Company determines that they are necessary. The Company will provide inclement weather gear, reflective vests and hearing protection, to those individuals that frequently visit the flight line. Frequency is defined as weekly and/or monthly.

**Section 9.3 Requirement of Medical Examination.** In the interest of continued safety of individuals and their fellow employees, any applicant for employment or any employee may be required through Government regulations or by the Company to undergo a medical examination by a doctor of the Government's or the Company's selection. If the diagnosis or examination results furnished by the Company doctor are not satisfactory to the employee, he may obtain an opinion from his own doctor. If a disagreement still exists, an additional doctor, mutually agreed upon by the Company and the Union, will be acquired for his analysis. If the mutually agreed upon doctor's diagnosis agrees with the employee's doctor, the Company shall only pay for the services of the mutually agreed upon doctor. The cost incurred for services of all other non-Company physicians shall be the sole responsibility of the employee who gave rise to the dispute.

## **ARTICLE 10 SEVERABILITY**

**Section 10.1** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court

of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## **ARTICLE 11 MISCELLANEOUS**

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

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

**Section 11.3 Non-Discrimination.** All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, sex or the presence of a handicap except in those instances where age, sex or the absence of a handicap may constitute a bona fide occupational qualification. If administration and application of the contract is not in contravention of Federal laws, such administration shall not be considered discrimination under this Section.

Notwithstanding any other provision of this Section of this Agreement, a grievance alleging a violation of this Section shall be subject to the grievance procedure and arbitration of Article 4 only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section shall not be subject to the grievance procedure and arbitration under this Agreement.

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

**Section 11.5 Performance of Work.** Company supervisors will not regularly perform the duties of employees in the bargaining unit, except in emergency situations, or for the purpose of instructing employees. Supervisors or other non-represented employees are not to perform any unit work solely to prevent a unit employee from earning overtime, or to displace a full-time employee.

**Section 11.6 Travel Reimbursement.** The Company will furnish, to the Union, copies of the present published Company policies relating to reimbursement of travel.

**Section 11.7 Bargaining Unit Status Report.** A quarterly seniority list, updated monthly, will be provided to the Union. The report will include the following information:

- (a) Employee name
- (b) Clock Number (last 4 digits of SSAN)
- (c) Seniority date

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

**Section 11.9 Outsourcing of Work.** The Company agrees that it will not outsource work as defined in Article 1 of the parties’ agreement for the sole purpose of reducing bargaining unit members. A topic of discussion at the quarterly joint meetings may be the planned movement of work either into or out of the bargaining unit and the potential impact on the bargaining unit, and to allow the Union to present possible alternatives.

**Section 11.10 Contributions to Machinists Nonpartisan Political League.** Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from his wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by the Machinists Nonpartisan Political League, the Company will thereafter make such deductions and forward them to the Machinists Nonpartisan Political League, in care of the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

**Section 11.11 Contributions to Guide Dogs of America.** Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from his wages, in a monthly amount designated by the employee,

such deductions to be forwarded to the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

**Section 11.12 Dress Code.** The Company and the Union agree to the following as the dress code for all employees:

DRESS ALLOWED:

- Clean, stain free jeans, no rips or holes
- Casual or dress pants/dress jeans
- Collared shirts/dress shirts for female employees (not necessarily collared)
- Casual or dress shoes
- Leggings only allowable if worn under dresses
- Sonoran Provided Polo shirts will be worn two (2) days out of the week
  - the days need to be coordinated by the team

Items specifically not authorized: T-Shirts, jogging/sweat suits

The dress code may be changed only by mutual agreement between the Union and the Company.

**11.13 Wing Shutdown.** In the event Altus AFB or Vance AFB is closed due to inclement weather, or other such events the employees will be compensated for all hours of work that were cancelled. If an employee arrives at work prior to the daily events being canceled, he shall be allowed to return home and will be compensated for all hours worked and canceled on the employee's regular shift that same day. The Program Manager or Assistant Program Manager reserves the right to designate essential personnel; those actively involved to complete training, to complete the mission essential requirements. If permissible, a mission essential employee could perform his duties via telework, if authorized by the Program Manager or Assistant Program Manager. Employee's on Vacation or PTO will be charged Vacation or PTO.

## **ARTICLE 12**

### **WORK FORCE ADMINISTRATION**

Section 12.1 Surplus Action.

Section 12.1(a) In the event of a reduction in force;

1. With all things being equal, employees will be given an opportunity to displace any junior employee providing:
  - a. The seniority date of the employee is higher than the employee being displaced.

- b. The employee must meet all of the job/position requirements, outlined in the Performance Work Statement (PWS), and be capable of performing the position being replaced
2. The company may transfer employees to any classification to avoid laying off senior employees.

**Section 12.1(b).** In effecting a reduction in force within a job classification, the following procedure shall be followed. The first selection would be probationary employees, followed by part-time employees in reverse seniority order, followed by full-time employees in reverse seniority order.

**Section 12.1(c). Return to Formerly Held Job.** Affected employees referenced in 12.1(b), will be offered the job classification held immediately prior to their present job classification if their seniority permits. The employee will be notified of the position by certified mail, return receipt requested. The employee has seven (7) calendar days from the date of delivery to respond to the offered position or the offer will be considered declined.

**Section 12.2 Recall From Layoff.** Employees who are on active layoff status from job classifications having job openings will be recalled.

**Section 12.3 Temporary Assignment.** The Company (in writing and by seniority) may temporarily assign employees to perform work assignments described for other job classifications. No overtime will be offered to temporarily assigned employees until the provisions of Section 7.1 of this Agreement are met. Temporary assignment is defined as up to ten (10) consecutive days, unless it is extended by mutual agreement of the parties.

**Section 12.4 Employee Requested Transfer.** The Company will maintain an environment in which employees can make known their interest in transferring to other positions for which they are qualified to perform. The Company will notify the Union and will post openings for five (5) work days prior to filling a vacancy. As a minimum, the posting will consist of, a job description, hourly rate, start date, shift and location of work. The Employee Requested Transfer system, including the posting of openings on Company bulletin boards, will allow each employee to make application for transfer, and receive consideration as a candidate for open positions for which they are qualified. Bargaining unit employees will be considered first for all posted openings within the bargaining unit. Neither the Company's procedure nor the consideration as a candidate for the job transfer shall be subject to the grievance procedure.

**Section 12.5 Part Time Employment.** The Company may, with mutual agreement, providing there are no employees on active layoff status in the classification, to accommodate schedule requirements, hire employees specifically to work a daily or weekly work schedule which is less than the current regular normal workday or workweek. Part time employees will not be used to offset the payment of overtime or to displace a full-time employee. For the purposes of this agreement, a part-time employee is an employee hired to work an average of less than 30 hours per week. With mutual agreement with the Union and the Company, the part time employees will not exceed 10% of the total workforce.

**Section 12.6 Job Descriptions.** The Company and the Union agreed to establish a Job Description for each of the Classifications in the Agreement. The job descriptions will contain an employee's job responsibilities as well as the authority for the Company to assign duties in order to satisfy contractual requirements.

**Section 12.7—Notice of Voluntary Separation.** An employee who intends to voluntarily separate from the Company is requested to provide at least two weeks' written notice per Company handbook.

**Section 12.8 Weingarten Act.** Weingarten rights guarantees an employee the right to Union representation during an investigatory interview. These rights must be claimed by the employee. The supervisor has no obligation to inform an employee that he is entitled to Union representation.

## **ARTICLE 13 JURY AND WITNESS DUTY**

**Section 13.1.** An employee, absent from work, due to required jury duty will be paid for such lost hours at his current straight time base rate up to a maximum of eight (8) hours per day, for each regular workday the government 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. Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Company evidence satisfactory to the Company showing the performance of jury duty that meets the requirements of this Section.



**Section 13.2.** An employee, absent from work, to comply with a subpoena as a witness in a federal or state court of law, will be paid for such lost hours at his current straight time base rate, including shift differential where applicable, up to a maximum of eight (8) hours per day, for each regular workday for which he is paid a daily witness fee. Employees will be paid eight (8) hours witness duty Witness fees will not be deducted from such pay. An employee is not entitled to such pay under this Section in circumstances where the employee (1) is called as a witness against the Company or its interests; or (2) is called as a witness on his own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside business activities. The employee will furnish to the Company evidence satisfactory to the Company showing his attendance as a witness that meets the requirements of this Section.

**ARTICLE 14  
SHORT-TERM MILITARY DUTY**

**Section 14.1** An employee who is a member of a reserve component of the Armed Forces, who is required to enter active annual training duty or temporary special services duty, shall be paid the difference between his normal straight time earning with the Company and military base pay plus incentive pay, up to a maximum of ten (10) workdays each calendar year. The amount due to the employee under this Article shall be computed and paid upon receipt of the employees Earnings and Leave statement, 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 15  
RATES OF PAY**

**Section 15.1 Rates of Pay.**

<b>CBA Job Title</b>	<b>Current</b>	<b>Locality</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Scheduling Support Altus	\$28.41	+\$5.00	\$34.41	\$35.44	\$36.51
Training Support Altus	\$28.41	+\$5.00	\$34.41	\$35.44	\$36.51
Standards/Evaluation Support Altus	\$28.41	+\$5.00	\$34.41	\$35.44	\$36.51
	<b>Current</b>	<b>Locality</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Scheduling Support Vance	\$31.40	+\$0.50	\$34.41	\$35.44	\$36.51
Training Support Vance	\$31.40	+\$0.50	\$34.41	\$35.44	\$36.51
Standards/Evaluation Support Vance	\$31.40	+\$0.50	\$34.41	\$35.44	\$36.51

The current rates as identified above will remain in effect until the first full pay period in September.

**Section 15.2 Paydays.** Pay periods for employees under this agreement are listed in the employee's Company handbook.

**Section 15.3 Report Time/Call-In Time.** If an employee reports for work in accordance with instructions he shall receive a minimum of four (4) hours pay at his base rate. Report time will not apply in case of emergency shutdown arising out of any condition beyond the Company's control. An employee who leaves work of his/her own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee that leaves work because of incapacity due to industrial injury will be paid eight hours pay at this base rate.

**Section 15.4 Lead.** The decision to create a lead position and the appointment of an employee to a lead shall be at the sole discretion of the Company and such rights shall not be subject to the grievance process. The Lead shall approve timesheets, coordinate information being passed from the Company to the Employees, coordinate information being passed from the worksite to the Company, coordinate any performance reports provided by Government to the Company, and be the site representative for the Company. An employee assigned in writing by the Company for a period of 40 consecutive hours shall be paid a premium of \$2.50 per hour above the base rate.

**Section 15.5 Effective Date of Increases.** The actual date of all increases as identified in this section will be the first full pay period in September.

## **ARTICLE 16 VACATION**

**Section 16.1 General.** It is the policy of the Company to grant vacation to employees on the first full pay period in September. 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. Every effort will be made to ensure that each employee uses all his vacation credits for time off within the period of time available to the employee.

**Section 16.2 Accumulation of Credits.**

**Section 16.2(a).** Vacation credits will be awarded according to the schedule as listed in paragraph 16.4(a) of this Article.

**Section 16.2(b).** Vacation credits will not be accumulated during period on layoff, strike or after the first thirty (30) calendar days of a leave of absence.

**Section 16.3 Eligibility Conditions.** The vacation eligibility date will be the date of last hire by the Company or predecessor contractor when service was continuous, or the most recent rehire date following a termination.

**Section 16.4 Allowance for Use of Credits.**

**Section 16.4(a).** An employee who meets the requirements as set forth in paragraphs 16.3 in this Article shall be eligible for vacation credits in accordance with the following:

Years of Service	VACATION SCHEDULE	
	Hours (Annual)	Hours Accrued (per pay period)
0-4 years	85/yr	3.54
5-9 years	105/yr	4.38
10-14 years	145/yr	6.04
15+ Years	160/yr	6.67

**Section 16.5** Vacation will be accrued by pay period, prorated as a percentage of total hours worked during that pay period. Unused vacation credits will remain in an employee’s vacation account up to a maximum carryover credit of eighty (80) hours at the end of the Calendar Year. On the last year the Companies have the AF Contract 47QRAD20D8134\_FA300223F0103, the employee can only carry forward 80 hours of vacation credits.

**Section 16.6 Use of Vacation Credits.** An employee shall use his unused vacation credit accumulated as vacation with pay at the rate in effect at the time his vacation begins subject to the following conditions:

**Section 16.6(a).** He shall request vacation dates through his Company supervisor, and the Company will endeavor to schedule his vacation as requested.

**Section 16.6(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. If the Company determines that production requirements prevent time off for vacation and there is insufficient time to accommodate the employee's request before his anniversary date, management will approve additional carryover credits on a case-by-case basis.

**Section 16.6(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 seniors will be given their preference of available vacation dates to the extent established vacation schedules will permit.

**Section 16.6(d).** 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 credits awarded for time off.

#### **Section 16.7 Termination.**

**Section 16.7(a).** An employee who is removed from the active payroll who has reached his first eligibility date shall be provided pay-in-lieu of vacation for all unused and awarded vacation credits in his account, up to maximum of 80 hours, regardless of reason for termination.

**Section 16.7(b).** An employee who is removed from the active payroll as a result of a Voluntary Quit, who has not reached his first eligibility date, shall not be compensated for any vacation accrued upon termination.

**Section 16.7(c) Pro Rata Pay.** Employees with one or more years of seniority whose active service is interrupted prior to the next eligibility date of the vacation earning year because of layoff, death, or induction into military service shall receive pro rata vacation pay for each month of seniority completed during the vacation earning year in which seniority is interrupted. In cases of retirement, if the employee's vacation will vest during current contract performance period, then management will award pro-rated vacation on a mutually agreeable date. For any other reason, pro rata vacation will not be paid.

**Section 16.8 Successor and Assigns.** All employees have union seniority defined as his/her length of service to include the whole span of continuous service with the present contractor or successor and with the predecessor contractors in the performance of similar work at the same facility. Vacation and administrative actions will recognize the longevity based on the union

seniority date. This Article shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

## **ARTICLE 17 PERSONAL TIME OFF**

### **Section 17.1 Accumulation of Personal Time Off (PTO).**

**Section 17.1(a).** Employees, on the active payroll shall earn personal time off credits every pay period at the rate of eighty (80) hours per year.

**Section 17.1(b).** An employee will continue to accumulate such credits from year to year not to exceed eighty (80) hours. An employee removed from active payroll will not be paid out any unused PTO credits regardless of the reason for termination.

**Section 17.1(c).** Personal time off credits will not be accrued during periods on layoff, strike or after the first thirty calendar days of a leave of absence.

### **Section 17.2 Use of Personal Time Off (PTO).**

**Section 17.2(a).** An employee shall be eligible to use personal time off credits as soon as the credits have been awarded. Payment for personal time off shall be at the employee's rate where applicable, not to exceed a maximum of eight (8) hours pay for any one day of absence.

**Section 17.2(b).** All personal time off must be approved by the employee's manager.

**Section 17.2(c).** When personal time off cannot be charged because the employee has exhausted all personal time off **(PTO)** credits and he is not yet eligible for an award of his next PTO credits, the employee may use available vacation credits or, where vacation credits are exhausted, be granted leave without pay.

**Section 17.2(d).** Employees on leave of absence may use personal time off credits only if the leave is for medical reasons.

**Section 17.3 Bereavement Leave.** Up to **five (5) days** bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule as such term is defined in Article 6 of this Agreement. Such pay shall be for eight hours at his straight time base rate, including shift

differential and all pay additives for each such day off; however, such pay will not be applicable if the employee received pay for such days off under any other provision of this Agreement. Bereavement leave must be taken within the seven days following the death, funeral, or service. For the purpose of this Section, the "immediate family" is defined as follows: spouse, registered domestic partner, civil union relationship, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, children, brother, sister, son-in-law, daughter-in-law, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half-brother, and half-sister. The Company will require proof of death. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician. Three (3) days will be given once annually with pay for bereavement leave for family members other than those listed on the immediate family list.

## **ARTICLE 18 HOLIDAYS**

**Section 18.1.** The following holidays shall be observed by the Union personnel:

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

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

**Section 18.2 Unworked Holidays.** Eligible employees shall receive eight (8) hours pay for unworked holidays (those holidays designated above), at their base rate in effect at the time the holiday occurs, plus shift differential, if applicable.

**Section 18.3 Worked Holidays.** Employees who are required to work on the above-named holidays shall receive the pay due them for the holidays, plus double their base rate for all hours worked on such holiday, plus shift differential, if applicable, unless the employee starts to work at 10:30 P.M., or thereafter on that day.

**Section 18.4 Holidays During Vacation.** Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one (1) less day of vacation with pay in lieu of the holiday as such since the employee will be logging a holiday.

**Section 18.5 Holiday Observance When Occurring on a Scheduled Day of Rest.** When a holiday falls on an employee's scheduled day of rest, the holiday will be moved in accordance with the following:

**Section 18.5(a).** If the holiday falls on the first day of rest, the last workday immediately preceding the holiday will be observed as the holiday.

**Section 18.5(b).** If the holiday falls on the second day of rest, the first workday immediately following the holiday will be observed as the holiday.

**Section 18.7** In addition to the above holidays presently recognized the Company agrees to observe any holidays declared as a legal holiday (either declared by Congress, or the President) and observed by the military where the government will pay the contractor.

**Section 18.8 Wing Down Days.** Forty (40)-hour workweek employees will be provided two (2) – eight (8) hour days as Company Paid Time Off (CPTO) for Wing Down Days designated by the 71<sup>st</sup> Wing or 97<sup>th</sup>. The two (2) eight (8) hour workday can be selected by the employee based on the Wing's down day schedule for the year. Employees who work less than forty (40) hours workweek will receive two (2) pro-rated CPTO workday based on the percentage of hours regularly scheduled to work out of 40 hours. Approval for this time off will be contingent upon the completion of all contract requirements and approval of the Program Manager or Assistant Program Manager.

## **ARTICLE 19 GROUP BENEFITS**

**Section 19.1 Group Insurance** Full-time employees may participate in the Company's group insurance plans, OR decline health insurance on the first full pay period in September.

Those employees who decline health insurance (Employee, Employee + Spouse, Employee + child, or Employee + Family coverage) shall receive the following:

<b><u>Current</u></b>	<b>\$7.00</b>
<b><u>Effective 9-1-24</u></b>	<b>\$7.75</b>
<b><u>Effective 9-1-25</u></b>	<b>\$8.50</b>
<b><u>Effective 9-1-26</u></b>	<b>\$9.25</b>

The rates are per hour up to Forty (40) hours per week to a maximum of 2080 hours per year in lieu of benefits.

#### **Union Insurance/Employee Benefit Trust**

Those employees who purchase Employee, Employee + Spouse, Employee + child, or Employee + Family coverage shall receive the following amounts per hour up to Forty(40) hours per week and up to a maximum of 2080 per year.

<b><u>Current</u></b>	<b>\$11.00</b>
<b><u>Effective 9-1-24</u></b>	<b>\$11.75</b>
<b><u>Effective 9-1-25</u></b>	<b>\$12.50</b>
<b><u>Effective 9-1-26</u></b>	<b>\$13.25</b>

#### **Section 19.2 Type of Group Benefits Package for Employees on the Active Payroll.**

The Company will offer weekly Short-Term Disability, Group Life, Accidental Death and Dismemberment, and through the Union, Medical, Vision and Dental benefits for eligible full-time employees and for covered dependents of eligible full-time employees. It is the intent of the Company to continue to provide to the bargaining unit employees the level of benefits that are currently being provided. Further, the benefits provided for in this Article will continue unreduced for the term of this agreement.

**Section 19.3 Administration.** The Group Benefits Package shall be administered the Company.

**Section 19.4 Copies of Policies to be Furnished to Union.** Copies of the policies, contracts and administrative agreements executed pursuant to this Article 19, Group Benefits, shall be furnished to the Union. The coverages and benefits indicated in the Group Benefits Package, the rights of eligible employees in respect to such coverages, and the settlement of all claims arising



out of such coverage's shall be in accordance with the provisions, terms and rules set forth in such policies, contracts or administrative agreements.

**Section 19.5 Federal or State Programs.** If during the term of this Agreement, there is mandated by federal or state government a program that affords to employees covered by this Agreement similar benefits (such as but not limited to medical and dental benefits) to those that are afforded by this Agreement, benefits afforded by this Agreement shall be replaced by such federal or state program. The Company will comply with the provisions for the furnishing of such program to the extent required by law. No question or issue regarding the level of benefits under the state or federal program will be subject to the grievance and arbitration procedure of Article 4.

#### **Section 19.6 MACHINISTS CUSTOM CHOICE 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). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

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.

### **ARTICLE 20 SAVINGS PLAN**

**Section 20.1** The Company will provide a 401(k) Saving Plan for employees, to which plan-eligible employees may defer compensation within limitations provided by law and the plan documents. All conditions of participation, eligibility, vesting and distribution of benefits will be governed by the plan document.

**Section 20.2** Company Matching Contributions. The Company shall contribute to a Company Account on behalf of each Member. **Effective on the first full pay period in September 2024, the Company will provide a 5% direct contribution of an employee's gross pay.**

**Section 20.3 Required Plan Amendments.** The Company reserves the right to amend the plan to satisfy all requirements of Section 401(a), Section 401(k) or any other applicable provisions of the Internal Revenue Code of 1986.

**Section 20.4 Member Elective Contributions Not Applicable for Other Purposes.** It is acknowledged that the election of a Member to convert a portion of his or her base pay under the term of the Plan will be effective for purposes of this Plan and will reduce the Member's compensation insofar as certain payroll taxes may be applicable. However, for all other employment related purposes, including all of the Member's rights and privileges under this labor agreement, his or her base pay or compensation will be considered as though no election had been made.

## **ARTICLE 21 TECHNOLOGICAL CHANGES/NOTIFICATION OF CHANGES**

The Union will be given timely notice of any intended technological changes affecting the work of the employees. An opportunity will be given to the Union to discuss the impact of such changes with the Company prior to their implementation. In the case that the Union and Company agree to negotiate, only the Articles affected shall be negotiated. (i.e. New Job Classification added via Government modification to the Contract, only Article 15.1 shall be negotiated).

It is expressly understood that subject to the specific limitations set forth below, the right to establish the job duties, job descriptions and rates of pay for any bargaining unit job classification lies solely with the Company.

It is agreed that when a new or revised job classification is to be instituted (including the addition of significant "other duties"), the Company will notify the Union in writing as to the intended date of institution. Such notice shall be given at least ten (10) days prior to the date of the institution of the job classification.

Following the institution of a new or revised classification, the Union will have fifteen (15) working days in which to evaluate the newly instituted classification. Should the Union determine that the rate of the newly instituted classification (new or revised) is improper, a grievance may be filed with the designated representative of the Company.

In the event the grievance is not settled prior to arbitration the Union may appeal the grievance to arbitration where the arbitrator's sole authority will be to make a rate adjustment for the new classification, which is consistent with similar jobs in the site. Any rate adjustment resulting from an arbitration award will be retroactive to the date of institution of the new or revised classification.

## **ARTICLE 22**

## DURATION

**Section 22.1.** This Agreement shall become effective as of July 31<sup>st</sup>, 2024 (the dates of which this Agreement was executed, referred to as the “effective date of this Agreement”), and shall remain in full force and effect until midnight **July 30, 2027** and shall automatically be renewed for consecutive periods of one (1) year thereafter, unless either party shall notify the other in writing, at least sixty (60) days, prior to **July 30, 2027**, of its desire to terminate the Agreement, in which event this Agreement shall terminate at midnight, unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

**Section 22.2 -Waiver of Bargaining During Contract Term.** The Union and the Company, for the life 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 referred to in this Agreement, or 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 within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 22.2(a)** - The Union may request a review of selected wage rates by providing written notice at least sixty (60) days and not more than ninety (90) days prior to any anniversary date of this Agreement of their desire to do so. In the event the parties do open discussions, all other provisions of this Agreement shall remain in full force and effect, including the no strike and no lockout provisions. The Company will give serious consideration to this request but is not obligated to enter into negotiations.

## ARTICLE 23 COMPANY HANDBOOK

The Company and the Union agree to utilize the Company handbook on all issues/language not specifically called out in the CBA.

**SIGNATURES OF THE PARTIES:**

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

**International Association of Machinists and  
Aerospace Workers, District Lodge 171,  
AFL-CIO**



**Roger Betz  
Business Representative  
District Lodge 171**

**Sonoran Technology and Professional Services,  
LLC**



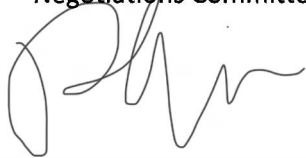
**Paul Smiley  
President  
Sonoran Technology and Professional Services**



**Ashley Bentancour  
Negotiations Committee**



**Dakota Kerins  
Negotiations Committee**



**Renzo Quicanopalacios  
Negotiations Committee**



**William "Benji" Sullivan  
Aerospace Coordinator**