

K#9394

LM# 543-634



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Cym[★]

CymSTAR Services LLC

AND

**Little Rock Association of Instructors,
Technicians, and Support Personnel
(LRAITSP)**

Effective December 5, 2014 to December 31, 2017

Table of Contents

PREAMBLE.....	4
ARTICLE 1: RECOGNITION	4
ARTICLE 2: NON-DISCRIMINATION	4
ARTICLE 3: MANAGEMENT RIGHTS.....	4
ARTICLE 4: SUBSTANCE ABUSE POLICY	5
ARTICLE 5: ASSOCIATION SECURITY AND CHECK-OFF	6
ARTICLE 6: ASSIGNMENT OF ASSOCIATION REPRESENTATIVES	6
ARTICLE 7: NO STRIKE/NO LOCKOUT CLAUSE.....	6
ARTICLE 8: SECURITY	7
ARTICLE 9: ENTIRE AGREEMENT	8
ARTICLE 10: MISCELLANEOUS PROVISIONS	8
ARTICLE 11: NEW JOBS.....	10
ARTICLE 12: TECHNOLOGICAL CHANGE.....	10
ARTICLE 13: PROMOTIONS.....	10
ARTICLE 14: DISCHARGE AND DISCIPLINARY ACTIONS.....	11
ARTICLE 15: SENIORITY	11
ARTICLE 16: EMPLOYEE TRANSFERS	12
ARTICLE 17: LAYOFFS AND RECALL	13
ARTICLE 18: GRIEVANCE PROCEDURE.....	13
ARTICLE 19: ARBITRATION PROCEDURE	14
ARTICLE 20: RESERVED.....	15
ARTICLE 21: HOURS OF WORK.....	15
ARTICLE 22: OVERTIME	18
ARTICLE 23: LEAVE OF ABSENCE	18
ARTICLE 24: HOLIDAYS	20
ARTICLE 25: VACATION	20
ARTICLE 26: BEREAVEMENT.....	21
ARTICLE 27: WAGE RATE SCHEDULE	22
ARTICLE 28: HEALTH AND WELFARE	23
ARTICLE 29: SAVINGS PLAN.....	23

ARTICLE 30: EDUCATIONAL ASSISTANCE 23
ARTICLE 31: SICK/PERSONAL LEAVE..... 24
ARTICLE 32: TRAVEL 24
ARTICLE 33: EFFECT OF LAW 24
ARTICLE 34: SUCCESSORS AND ASSIGNS..... 25
ARTICLE 35: TERM AND NOTICE OF CHANGE OR TERMINATION 25
Memorandum of Agreement..... 26

PREAMBLE

This Agreement is effective the 1st day of January 2015 by and between CymSTAR Services LLC (CymSTAR) hereinafter referred to as the "Company," and the Little Rock Association of Instructors, Technicians and Support Personnel (LRAITSP), hereinafter referred to as the "Association."

ARTICLE 1: RECOGNITION

Section 1. Recognition

The Company hereby recognizes the Association as the sole and exclusive bargaining representative of employees of CymSTAR Services LLC performing work as Simulator Instructors, Technicians and Support Personnel at Little Rock AFB, Arkansas, Contract #FA8621-14-C-6338 and successor contracts, for the purpose of collective bargaining with respect to wages, hours of work and other conditions of employment of employees in the bargaining unit as herein defined, all as certified by the National Labor Relations Board in case number 26-RC-8401.

Section 2. Bargaining Unit

All employees listed in the classifications identified in Article 27 of this Agreement, or this Agreement as amended, employed by the Company, with regard to the C-130J Maintenance Aircrew Training System (JMATS) program for the United States Air Force located at Little Rock Air Force Base, Arkansas, but excluding all other employees, including office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended, all as certified by the National Labor Relations Board in case number 26-RC-8401. The specific terms of this Agreement shall be the sole source of any rights that may be asserted by the Association against the Company.

ARTICLE 2: NON-DISCRIMINATION

The Company and the Association separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity and nondiscrimination. The Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation, sex, age, national origin, veteran, disability or any other category protected under state or federal law. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender, it shall be recognized as referring to both male and female employees.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1.

Except as modified by a specific 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 the business; to select and direct the working force, 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 reasonable 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.

Section 2.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3.

Except as set forth in specific language contained in this Agreement, employees shall be subject to the Company's Policies and Procedures manual, as may be amended from time to time by the Company with prior notice to the Association.

Section 4.

For purposes of this Agreement, a "business day" means only Monday, Tuesday, Wednesday, Thursday and/or Friday.

ARTICLE 4: SUBSTANCE ABUSE POLICY

The Company and the Association are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal of both parties to protect the health and safety of employees and to promote a productive workplace, as well as to protect the reputation of the Company, the Association, and the employees. Consistent with these goals, the Company prohibits the use, possession, distribution, or sale of drugs, drug paraphernalia, or alcohol on Company premises. The Company also prohibits an employee from being under the influence of illegal drugs or alcohol while at work. Bargaining unit employees shall continue to be subject to drug and alcohol testing under the Company's substance abuse policy. The Company agrees that any such testing will be conducted in compliance with applicable federal or state regulations. All drug and alcohol testing will be at the expense of the Company.

ARTICLE 5: ASSOCIATION SECURITY AND CHECK-OFF

Section 1. Association Dues

Upon receipt of a signed authorization form from an employee, the Company shall deduct from the employee's pay the initiation and/or reinstatement fees and dues payable by said employee to the Association. Deductions shall be made from the first paycheck of the employee after receipt of the authorization and weekly thereafter. The Company shall remit the deductions to the Association monthly. Check-off form to be prepared by the Association.

Section 2. Agency Shop

The parties agree that if and when Little Rock AFB is legally determined to be a FEDERAL ENCLAVE, the parties shall implement an agency shop. Until that time membership in the Association and/or paying dues shall not be a condition of employment.

ARTICLE 6: ASSIGNMENT OF ASSOCIATION REPRESENTATIVES

Section 1.

It is hereby understood and agreed that the Association may assign one (1) Lead Association Representative and three (3) Alternate Association Representatives to represent bargaining unit employees. The Alternate Association Representative may act in the absence of the Lead Association Representative. The Association shall notify the Company in writing on Association letterhead of the individuals so selected in this capacity.

Section 2.

It is agreed that Association Representatives have full-time job duties to perform as employees and that they shall keep time spent in handling grievances to a minimum.

Section 3.

The Company recognizes and shall work with Association Representatives to resolve differences that may occur from time to time with respect to the terms and conditions of this Agreement. An Association Representative shall not leave the job to handle a grievance unless he has received permission from the Site Manager.

ARTICLE 7: NO STRIKE/NO LOCKOUT CLAUSE

Section 1. No Strike

During the term of this Agreement, the Association, its officers, agents, representatives and employees covered by this Agreement, agree that there shall be no strikes, sympathy strikes, boycotts, picketing, sickouts, sit-downs, walkouts, slowdowns, concerted failure to report for duty, concerted absence of employees from their positions, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment or acts of a similar nature which would interfere with production. Should the Association or employees covered hereunder breach this Article, the Company may discipline the employees involved up to and

including discharge. In such event, the Association or affected employee may grieve disciplinary actions taken against any such employee only with regard to a question of an employee's participation in any of the above-described activities. However, once participation has been established, management's action is no longer subject to grievance and arbitration procedures. In the event that employees cease work in violation of this Article, such employees shall not be entitled to any benefits or wages while they are engaged in such cessation of work.

Section 2. No Lockout

The Company agrees that for the duration of this Agreement there shall be no employee lockouts.

ARTICLE 8: SECURITY

Section 1.

The Association recognizes that the Company may now or in the future have, obligations with respect to the security of information and materials under contract with the Government.

Section 2.

The Association agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the Government.

Section 3.

It is understood by and between the parties hereto that, as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States Government on governmental work, and that denial or withdrawal of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for termination of employment from the Company due to inability to meet job requirements. All security clearance and background checks shall be at the expense of the company; except security clearances and background checks necessitated by the revocation or withdrawal of a security clearance for cause.

Section 4.

It is understood that there shall be no liability on the part of the Company for any termination of employment growing out of the denial or withdrawal of security clearance national agency check and/or unescorted entry authorization by the United States Government.

Section 5.

The Company shall reinstate the seniority of an employee whose denied security clearance is reinstated by the Federal Government. A non-probationary employee who loses his security clearance or site access for any reason will not lose his seniority until

final adjudication of his appeal. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title.

ARTICLE 9: ENTIRE AGREEMENT

This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment. This Agreement may be amended in writing by mutual agreement at any time. The Association 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.

ARTICLE 10: MISCELLANEOUS PROVISIONS

Section 1. Safety

The Company and the Association recognize the importance of safety in the workplace. The Company and Association shall make every effort to assure compliance with established State and Federal safety and health standards/regulations. Employees shall be required to comply with all safety rules, and failure to do so shall result in disciplinary action up to and including discharge.

Section 2. Safety and Professional Equipment

The Company shall provide the following items listed in the below table.

POSITION	ITEM	FREQUENCY
Pilot/Loadmaster	One (1) set, Flight Gloves	As Required*
Pilot	One (1) set, Flight coveralls	As Required*
Loadmaster	Two (2) sets, Flight coveralls	As Required*
Pilot/Loadmaster	One (1) set, Hard Toed Boots	As Required*

*Worn or torn items must be turned in to the site manager for replacement

The Company shall make available to employees, as a minimum, the following items as required to comply with Air Force safety directives:

- Flashlight
- Knife
- Reflective belt
- Hearing protection

Employees must replace at their own expense or reimburse Company for lost items.

Section 3. Dress Code

Employees are expected to present a neat and professional appearance at all times. A mustache/beard is permitted as long as it is neatly trimmed and well groomed. The Company shall provide five (5) shirts annually per employee to be worn in the performance of their duties.

Section 4. Employee Assistance Plan (EAP)

The Company will provide an Employee Assistance Plan.

Section 5. Bulletin Board

The Company will provide bulletin board space on two standard company bulletin boards, located in Bldg 1231 and Bldg 254. The bulletin board space may be used by the Association solely for the purpose of conveying official information from the Association to bargaining unit employees.

Section 6. Resignation

Employees are requested to give at least ten (10) work days' notice of resignation.

Section 7. Change of Address

Employees are responsible for notifying the Company of their proper mailing address and current telephone number. Laid off employees are also responsible for notifying the Company of their proper mailing address and current telephone number to maintain recall rights. The Company shall be entitled to rely upon its records and shall be held harmless by the Association for any action that may arise out of said reliance.

Section 8. Availability

The Association recognizes that due to the vital National Defense mission of C-130J MATS it is essential that all necessary personnel report in emergency situations.

Section 9. Abnormal Plant Shutdowns

The Company will compensate employees who are told not to report or are sent home, as directed by the Company, for those periods of time when weather related shutdowns, safety stand-downs, government/customer shutdowns, government mandated holidays, periods of national mourning, or inoperable training devices necessitate partial workday(s) or temporary closing of facilities.

Schedulers/librarians shall not be required to work during base closures.

Section 10. Performance of Work

Company supervisors or other non-bargaining unit employees shall not perform any bargaining unit work solely to prevent a bargaining unit employee from earning overtime.

Section 11. Physicals

Flight physicals, when required, will be provided at no cost to the employees and can be done on company time with the coordination of the Site Manager. Mileage to/from the physician's office will be paid at the standard DoD rate. An employee can use a Company

approved physician of his choice that is located within sixty (60) miles of Little Rock Air Force Base, AR.

Section 12. Flight Insurance

The company will provide employees with the opportunity to purchase Life Insurance and Optional Life Insurance. If contractual requirements necessitate employees to perform in-flight observation or instruction, the Company agrees to provide paid Accidental Death & Dismemberment coverage to a minimum of two (2) times base salary or current Company policy whichever is greater at no cost to the employee. If it is determined at a later time that contractual requirements necessitate in-flight Command, the Company agrees to purchase an equivalent level of coverage should this not be covered under the previously mentioned Company paid AD&D.

Section 13. Aircraft Flight for Employees (Contract Training Instructors)

In the event of off-station delays, the Company will reimburse the employee for expenses incurred in accordance with Company travel policy in effect on the effective day of this agreement.

ARTICLE 11: NEW JOBS

Section 1.

When new bargaining unit jobs are required that cannot be properly performed within an existing job classification, the Company will notify the Association of the new job classification. Upon such notification by the Company, the Association shall have thirty (30) business days within which to invoke its right to reopen Article 27 (Wage Rate Schedule) to negotiate the rate of pay.

Section 2.

The Company has the right to determine the job qualifications of all positions. Copies of job descriptions and required qualifications shall be retained by the Company and shall be made available to employees upon request. The Association shall be advised, in writing, of any revisions or modifications of job descriptions or qualifications.

ARTICLE 12: TECHNOLOGICAL CHANGE

The Association will be given advance notice in writing, within two (2) weeks of said information being made available to the Company, of any intended technological changes affecting the work of the bargaining unit to include new aircraft missions or aircraft types. Upon request, an opportunity will be given to the Association to discuss the impact of such changes with the Company prior to their implementation.

ARTICLE 13: PROMOTIONS

Section 1.

The Company will endeavor to promote employees to higher paid positions and other job openings from within the bargaining unit if available employees have the skill and ability

necessary to do the work. If two (2) or more employees' qualifications are substantially equal, the selection will be made on the basis of seniority.

Section 2.

The Company will notify the bargaining unit employees of any openings to be filled within the bargaining unit prior to filling the position.

Section 3.

Employees will be considered on probation in the new position for ninety (90) days. During this period the Company may, at its discretion, reclassify the employees to their former occupations if it is determined by the Site Manager or his designee that the employee is not meeting the qualifications for that job specialty/classification. Likewise, within 90 days of being assigned to the new job specialty/classification, an employee may choose to return to his former occupation.

Section 4.

The Company may temporarily upgrade an employee to a higher paid position/classification to substitute for an employee on leave, leave without pay, or TDY. The employee shall receive the rate of the higher occupation if he works for a minimum of four (4) hours.

ARTICLE 14: DISCHARGE AND DISCIPLINARY ACTIONS

The Company shall have the right to discipline employees for just and proper cause by reprimand, suspension without pay or discharge for violation or infraction of the Company rules. The Company agrees to notify the Association before any disciplinary action occurs. The Company will provide the Association written notice of any disciplinary action resulting in suspension or discharge of the employee. The disciplined employee is entitled to Association representation and will be notified of this right prior to discipline.

ARTICLE 15: SENIORITY

Section 1. Probationary Period

New employees shall be on probation for ninety (90) calendar days from the initial hire date during which time they may be discharged at the sole discretion of the Company. Any such discharge shall not be subject to grievance and arbitration. If retained after the probationary period, their names shall be placed on the seniority list as of their date of hire. Earlier date of hire shall be senior on the list.

Section 2. Definition

Seniority date is defined as the employee's original date of hire into a job classification (as listed in Article 27 of this Agreement) within the Little Rock AFB, AR bargaining unit, and includes service with the present, predecessor or successor contractors.

The last 4 digits of the employee's Social Security Number will break ties when seniority dates are the same. Lower number will be senior on the list.

Section 3. Loss of Seniority

Seniority shall not be broken for:

- 1) Periods of approved absence with leave.
- 2) Employees laid off for lack of work for a period not to exceed twenty four (24) consecutive months.
- 3) Periods of Company approved absence due to injury or illness for the duration of said illness or injury.
- 4) Periods of official military service.
- 5) Changes from full-time to part-time status (or vice versa).

Seniority shall be terminated:

- 1) Upon voluntary termination by employee.
- 2) Upon termination for cause.
- 3) Upon layoffs or leaves of absence exceeding twenty-four (24) consecutive months.

Section 4. Non-Represented Positions

If a represented employee is hired into a non-represented position within the JMATS program at the Little Rock AFB facility, upon completion of service at that position, or four (4) years, whichever is less, said employee will be given a one-time opportunity to return to the previously held represented position with full prior contractor seniority.

Section 5. Seniority List

A seniority list shall be maintained by the Company and shall be made available to the Association upon request. The Company shall also furnish a list to the Association reflecting new hires or rehires, their classifications, their dates of hire, and termination or layoff dates. Employees transferring to the bargaining unit from other sites within the Company retain their original seniority date for benefit and vacation accrual purposes only.

ARTICLE 16: EMPLOYEE TRANSFERS

Section 1.

An employee who has established seniority rights within the bargaining unit, and who is temporarily transferred to a position not covered by this Agreement shall retain seniority rights for a period of ninety (90) days.

Section 2.

Any employee who is permanently transferred to a Company facility other than the Little Rock AFB JMATS site will lose all seniority rights.

ARTICLE 17: LAYOFFS AND RECALL

Section 1. Layoff

The necessity of layoffs or other reductions of staff shall be at the sole discretion of the Company, including the number of employees to be laid off and the job classification(s) which will be affected.

When it becomes necessary to reduce the number of employees within a classification, seniority will be the sole deciding factor in making layoff and recall decisions.

Section 2. Notice

The Company agrees to give four (4) weeks' notice or pay in lieu of notice at the Company's option, to the employees affected. Part-time employees' pay in lieu of notice will be equivalent to the minimum number of guaranteed hours for that employee.

Section 3. Recall.

Laid off employees will be recalled, by classification, in the inverse order of their layoff.

The Company will send recall notices, by certified mail to employee's last official address, which will instruct laid off employees when to report to work. The employee has ten (10) business days after receipt by the employee of the notice to report to work. If the employee does not report to work within ten (10) business days, the Employee will be deemed to have abandoned his job and will be removed from the Seniority list.

ARTICLE 18: GRIEVANCE PROCEDURE

Section 1.

When an employee, or the Association collectively, has a grievance against the Company, it shall be processed in accordance with the Grievance Procedure hereinafter provided. Any grievance that either (a) is not appealed or (b) is disposed of in accordance with this Grievance Procedure, shall be considered settled, and such settlement shall be final and binding upon the Company, the employee or employees involved, the Association and its members.

Section 2.

Step 1. An employee believing he has cause for a grievance must discuss the issue directly with his Site Manager within ten (10) business days after the grievance arises in an attempt to settle the grievance, or his representative shall discuss the issue with the employee's Site Manager within ten (10) business days after the grievance arises. Both parties recognize the desirability of settling problems promptly through full discussion. Every effort will be made to resolve differences at the oral stage of the procedure. If the issue is not resolved orally, the grievance shall be submitted in writing to the Site Manager within ten (10) business days from the date of the above meeting on a form provided by the Company. The written grievance must specify the Article and Section, or Letter, of this Agreement or agreements supplemental thereto alleged to have been violated; must be signed by the aggrieved employee or employees, if available, and must

specify the relief sought. The Site Manager must answer the written grievance in writing within ten (10) business days.

Step 2. Within ten (10) business days of the Site Manager's answer, the Association Representative may appeal the grievance in writing to the Program Manager. The Program Manager or his Designated Representative shall discuss the grievance with the Association representative within ten (10) business days after he receives it and shall answer it in writing within ten (10) business days after the discussion.

Section 3.

If the Association wishes appeal the grievance to Arbitration, it may demand arbitration in accordance with Article 19.

Section 4.

Notwithstanding the foregoing in this Section 18, if the Company wishes to pursue a grievance against the Association, it shall file with the Association Representative a written grievance within ten (10) business days after the grievance arises. The Association Representative shall respond in writing within ten (10) business days. If the grievance is not resolved with the Association Representative's written response, the Company may demand arbitration pursuant to Article 19.

Section 5.

When the Association or an employee is the grieving party, failure of the employee or Association to meet any deadline at any step of the grievance procedure shall constitute a waiver of the grievance on the Association's or employee's part and the grievance shall be deemed to have been settled in the Company's favor. When the Company is the grieving party, failure of the Company to meet any deadline at any step of the grievance procedure shall constitute a waiver of the grievance on the Company's part and the grievance shall be deemed to have been settled in the Association's or employee's favor.

Section 6.

Time is of the essence under this Article. A waiver or extension of the time requirements in this Article must be in writing and signed by the party granting the waiver or extension.

ARTICLE 19: ARBITRATION PROCEDURE

The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. For a demand for arbitration by the Association, said notice must be served within ten (10) business days after the Company's Second Step disposition is received by the Association. If a Company grievance, the notice must be served within ten (10) business days after receiving the Association's written response as set forth in Article 18, Section 4.

In the event the Association or the Company submits a grievance to arbitration, a representative selected by the Association shall meet with a representative selected by the Company within ten (10) business days of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within (10)

business days, within five (5) business days the grieving party will petition the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The grieving party shall strike first from the panel; the other party shall then strike a name. This procedure shall continue alternately until one (1) name remains.

The decision of the Arbitrator shall be final and binding on all parties. However, the arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the provisions of this Agreement. The expenses and fees of the Arbitrator shall be borne fully by the losing party. All other expenses and fees, including attorneys' fees, shall be borne by the party incurring them.

ARTICLE 20: RESERVED

ARTICLE 21: HOURS OF WORK

Section 1. Workweek

The payroll workweek will begin at 00:00:01 (12:00:01 A.M. CST/CDT) Saturday and end at 2400 (12:00 Midnight CST/CDT) the following Friday. The workweek for each full-time employee shall consist of forty (40) hours with a minimum of two (2) consecutive full calendar days off, but the two (2) consecutive days off may be waived by mutual agreement of all parties

An alternate work week is defined as any work week that includes Saturday and/or Sunday.

Section 2. Work Shifts

A work schedule may begin on one calendar day and end on another. Employees will not be scheduled to work more than twelve (12) consecutive hours in a work day without the concurrence of the employee.

Standard/Non-Standard Shift. A standard shift is defined as 6 AM to 8 PM and for Fuselage Training Unit events that occur through 9 PM. Any employee whose scheduled hours of work fall outside of this standard shift, in whole or in part, will be paid a non-standard shift differential of \$4.25 for all hours of that shift. This provision applies only to scheduled shifts. If an employee voluntarily offers or desires to work a different shift or work outside of the standard shift for personal reasons, shift differential will not be paid. This does not preclude one individual from swapping scheduled shifts with another individual and receiving appropriate pay for the shift actually worked.

Overtime and shift differential will not be paid concurrently. If an employee is scheduled to work a standard shift and "acts of God" or maintenance problems require an extension of the work hours beyond the standard shift times, shift differential and weekend premium will not be paid. However, in this circumstance, the employee will still have the rights to a forty (40) hour work week and other provisions defined in Article 22.

The Company will make every effort to work with all employees as a team to address individual requirements and other issues which might arise from the implementation of this policy.

Weekend Shift. A full-time employee will not be scheduled to work an alternate work week for a period longer than 35 calendar days. Employees scheduled to work between the hours of 12:01 AM Saturday through 11:59 PM Sunday will be paid the higher of:

- 1) A \$2.25 per hour weekend shift premium for all hours worked during that shift.
- 2) Non-standard shift differential for all hours worked during that shift, if applicable.
- 3) Standard shift pay, with overtime, if applicable.
- 4) 7th consecutive day pay for all hours worked during that shift, if applicable.

Pay differentials, premiums and/or overtime will not be paid concurrently.

Section 3: Schedule Changes

Except for weather calamity or device malfunction, three (3) full calendar days' notice will be given for schedule changes. The day of notification is not counted. Changes to the schedule may be made with less than three (3) full calendar days' notice by mutual agreement of all parties. Instructors will not be scheduled to work within twelve (12) hours of their previous day ending time without their concurrence.

Section 4. Full-time Employees

Full-time employees are those designated by the Company as full-time and who work 40 hours per week. These employees will be paid to work 40 hours as conveyed to the employee in a formal offer letter of employment. The number of full-time employees shall be determined by the Company and is based on maintaining a competitive business posture and meeting the needs of the customer.

Section 5. Part-time Employees

Definition. A part-time employee is defined as any employee who will receive a minimum of twenty (20) hours per week as conveyed to the employee in a formal offer letter of employment. If a part-time employee is regularly scheduled to work thirty (30) or more hours for four (4) workweeks or more of their scheduled workweeks within a calendar four (4) month period, the Company will post for a new full time position and fill that position in the following order:

- 1) the most senior applicant not currently in a full-time position. If no such applicants apply for the position, then
- 2) with the most qualified applicant as determined by the Company in its sole discretion.

The total number of part-time employees will not exceed ten percent (10%) of the workforce within any classification unless otherwise agreed to by the parties. Should any classification have less than ten (10) employees, one (1) employee may be part-time. If there are ten (10) or more employees, normal rounding rules apply as to the number of part-time employees.

Compensation. Part-time employees are compensated at the same wage rate as full-time employees. All articles in this Agreement apply to part-time employees with the following exceptions:

- 1) Part-time employees will also be paid a health and welfare supplement identified in Article 28 (Health and Welfare) which represents pay-in-lieu of other benefits under the Company's benefit package.
- 2) Part-time employees are compensated for vacation and holiday pay on a pro-rata basis for each hour worked based on the following formula:
 - Under five (5) years of service: hourly rate times 160 divided by 2080
 - Over five (5), but less than fifteen (15) years of service: hourly rate times 200 divided by 2080
 - Over fifteen (15) years of service: hourly rate times 240 divided by 2080

<i>EXAMPLE: Pilot instructor with 7 years longevity</i>	
<i>Base hourly wage rate:</i>	<i>\$ 53.35</i>
<i>Add Cash In Lieu of benefits:</i>	<i>\$ 5.15</i>
<i>Add pro-rata vacation/holiday pay:</i> <i>(\$53.35 x 200/2080)</i>	<i>\$ 5.13</i>
<i>Total Hourly Wage:</i>	<i>\$ 63.63</i>

401(k) Plan. Part-time employees are eligible to participate in the Company 401(k) plan in accordance with the terms of the plan documents. Part time employees who participate in the Company's 401(k) plan will be eligible for Company contributions as set forth in Article 29.

Part-Time Employee Scheduling and Notification. Each part-time employee will be notified of their work schedule a minimum of three (3) calendar weeks in advance. A part-time employee is considered to be notified of their schedule or schedule change when informed via telephone, e-mail, or text message that their schedule has been posted to the JMATS document repository. If the JMATS document repository is unavailable, a written copy of the employee's schedule will be transmitted via e-mail.

Once notified of a work schedule, part-time employees will be paid the higher of:

- 1) The hours originally scheduled for that workweek.
- 2) The hours actually worked during that workweek.

A part-time employee will not be required to work beyond their scheduled time on a given day without their concurrence. Part-time employees shall complete all required student activities (e.g. mission debrief, gradebook completion, etc.) regardless of scheduled workday completion.

Once the employee has been notified, their schedule will not be changed without their concurrence.

If a change to a source document (e.g. courseware, regulatory guidance, etc.) has occurred since the last time a part time employee was scheduled, an additional two hours of preparation time will be allotted on the first workday back.

ARTICLE 22: OVERTIME

Section 1.

Overtime, at one and one-half (1-1/2) times the regular straight time rate, will be paid for work in excess of forty (40) hours in a workweek.

Section 2.

There shall be no duplication or pyramiding of overtime payments.

Section 3.

An employee called back to work after completing a scheduled shift will be paid at the overtime rate for the hours actually worked or be paid a minimum of four (4) hours straight time pay, whichever is greater.

Section 4.

Double-time will be paid for all work performed on the 7th consecutive calendar day of work, regardless of the pay period. For purposes of this section, holidays do not constitute a day of work unless the employee actually works that day; in which case, holiday pay will apply as well as 7th consecutive day pay.

Section 5.

Overtime will be offered to full-time employees before any part-time employees are eligible to work overtime.

Section 6.

The Site Manager must approve all overtime.

ARTICLE 23: LEAVE OF ABSENCE

Section 1. Leave Without Pay

The Company may at its sole discretion approve a leave of absence without pay up to ninety (90) calendar days for personal reasons. The 90-day limit may be extended by agreement of the Company at its sole discretion. Such leave must be requested in writing and approved by the Company through the employee's supervisor. Said request must also state the reason for the unpaid leave. Employees must request such leave at least five (5) calendar days prior to the date the leave would commence, except in cases of emergency.

Section 2. Failure to Return to Work from Leave of Absence

Failure to return from a leave of absence on the first scheduled work day following the expiration date of said leave, will result in termination of the employee, except in extenuating circumstances involving reasons acceptable to the Company in its sole discretion.

Section 3. Military Service

Any employee of the Company who is involuntarily inducted into or recalled to military service of the United States and who by reason of such service is entitled under the law to be regarded as a veteran, shall, upon his discharge and his receipt of a certificate of the satisfactory completion of his military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act of 1994.

Definition. Employees ordered for "annual" active reserve training with the U.S. Military Reserves or National Guard shall be granted a paid leave of absence not to exceed a maximum of fifteen (15) working days per calendar year. Employees on paid military leave will be paid their regular straight time base pay and their military base pay for up to-fifteen (15) working days of straight time pay plus CIL, provided a leave and Earnings Statement is submitted. These days do not have to be consecutive. If the employee is on paid military duty, CIL and vacation accrual will continue for the duration of the paid military leave at his/her normal seniority based accrual rate. If the employee is on unpaid military duty, CIL and vacation accrual will continue for thirty-one (31) calendar days of military leave at his/her normal seniority based accrual rate. Employees may use earned vacation or personal/sick-leave pay while on approved military leave.

Employees who perform and return from service in the Armed Forces, the Military Reserves, or the National Guard will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, and length of service, as required by applicable federal or state law.

Section 4. Jury Duty

Full-time employees who are required by proper court order or summoned to be absent from work in connection with jury duty or testimony will be paid the earnings he would have received for a scheduled eight (8) hour shift. Employees called for jury duty or testimony and released by the court with less than four (4) hours service must return to work for the remaining portion of his normal workday. Payment will be made at the employee's regular straight time rate.

Section 5. Temporary Absence for Disabling Illness or Injury

Full-time seniority employees having ninety (90) days or more of continuous service credit and who are found and certified by a physician to be unable to perform their regular assigned duties with the Company because of disabling illness or injury, shall receive a leave of absence without pay, but with service credit and seniority accumulating while such condition continues.

Section 6. FMLA Leave.

Each employee in the bargaining unit shall be covered by the FMLA if they have worked for the Company for at least 12 months and to have worked at least 1,250 hours during the 12 months immediately prior to the date that leave commences. Service at the predecessor contractor shall be considered in the 12 month calculation.

A "family member" for purposes of the FMLA shall include parents-in-law and same-sex spouses.

The 12-month period for determining FMLA leave entitlement shall not be based on a calendar year, but upon a 12 month period. An employee taking FMLA leave shall continue to accrue seniority and employee benefits during that leave.

ARTICLE 24: HOLIDAYS

Section 1.

The following ten (10) paid holidays will be provided:

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

Section 2.

Any holiday falling on a Saturday or Sunday will be observed on the day set by the Federal Government.

Section 3.

At the sole discretion of the Site Manager, employees will be allowed to "float" holidays to another day in the same calendar year.

Section 4.

Employees scheduled to involuntarily work on a day observed as a holiday as set by the Federal Government shall be paid their normal hourly wage, plus time and a half, for a minimum of 8 hours.

ARTICLE 25: VACATION

Section 1.

Vacation is accrued monthly. Accrual rates are based on the employee's seniority date. Full-time employees covered by this agreement will be eligible for vacation with pay based on the following schedule.

Completed Years of Service	Hours Accrued (Annual)	Hours Accrued (Monthly)
Less than 1	Up to 40/yr	3.333
1-4	Up to 80/yr	6.667
5-11	Up to 120/yr	10.000
12-13	Up to 128/yr	10.666
14	Up to 136/yr	11.333
15+	Up to 160/yr	13.333

Employees may use vacation time as it is accrued. Employees will continue to accrue vacation time, but may only carry over one-hundred-twenty (120) hours to the next benefit anniversary year.

Section 2. Request and Approval

Vacation requests must be submitted to the Site Manager. The Site Manager is the final approving authority for all vacation requests. Vacations will be approved/scheduled in accordance with the following priority:

- 1) Date of request
- 2) Seniority

Every effort will be made by the employee's supervisor to develop a fair and equitable vacation schedule. However in all cases, job requirements will take precedence.

Vacation may be used in increments of hours and tenths of hours.

Section 3. Vacation Pay

Upon termination, any accrued unused vacation will be paid out to the employee or the employee's estate.

Section 4. Donation of Leave

With Company approval, employees may donate their accrued vacation to another employee who is suffering from an extraordinary or severe illness, injury, or physical or mental condition which has or is likely to cause the employee to take leave without pay.

ARTICLE 26: BEREAVEMENT

Section 1. Duration of Leave

In the event of death of a member of an employee's immediate family, the employee may be granted up to three (3) days bereavement leave with pay. Two (2) additional days of unpaid leave may be granted if out of town travel is required.

Section 2. Immediate Family

Immediate family shall be considered to be:

- Spouse or domestic partner

- Parent, stepparent, or legal guardian
- Parent or stepparent of spouse
- Child or stepchild
- Child's (or stepchild's) spouse
- Brother or stepbrother, sister or stepsister
- Brother or stepbrother, sister or stepsister of spouse
- Aunt, uncle, niece or nephew
- Grandparent or grandchild
- Grandparent or grandchild of spouse

ARTICLE 27: WAGE RATE SCHEDULE

Section 1. Basic Wage Rates

The wage rates for bargaining unit employees shall be as follows:

CLASSIFICATION	Dec 2015	RAISE Jan 2016 3.0%	RAISE Jan 2017 3.0%
FTU Pilot Instructor	\$53.35	\$54.95	\$56.60
FTU Loadmaster Instructor	\$49.85	\$51.35	\$52.89
Scheduler/Librarian	\$27.24	\$28.06	\$28.90

Section 2. Lead Employees and Evaluator Instructors

Employees designated as Lead or Evaluator Instructors shall be compensated with a differential pay of

\$4.20 per hour on 5 December 2015,

\$4.45 per hour on 1 January 2016 and

\$4.70 per hour on 1 January 2017 for all hours paid.

An employee designated as both a Lead and an Evaluator Instructor will receive one and one-half (1½) times the Lead and Evaluator Instructor differential pay.

Lead and Evaluator Instructor duties will be determined by the Site Manager and agreed upon by the Association.

The Company will assign the Lead and Evaluator Instructor employees.

Section 3. Observation Flight

Employees who are authorized or required by the Company to observe on training aircraft flights will be paid, once per calendar year, at 1.5 times their regular straight time rate for the period starting at mission show time and ending at the termination of mission debrief.

In addition, the employee will receive one Flight Incentive Day Off per year consisting of 8 hours paid at the employee's regular straight time rate. In the event of off-station

delays, the Company will reimburse the employee for expenses incurred in accordance with Company travel policy.

ARTICLE 28: HEALTH AND WELFARE

Section 1.

The Company will provide a Health and Welfare allowance in the form of Cash in Lieu (CIL) of benefits in the amount of

\$5.15 on 5 December 2015,

\$5.45 on 1 January 2016 and

\$5.75 on 1 January 2017 for all hours paid, not to exceed 40 hours per week, to be used by employees to purchase health and welfare benefits. Any unused monies will remain with the employee, unless otherwise required by law.

Section 2.

The Company will offer employees the opportunity to purchase group medical insurance for employees and their dependents, which provides the same coverage, benefits and employee costs as the medical insurance provided to non-bargaining unit employees. All issues such as eligibility, enrollment and claims will be as specified in the plan documents. Bargaining unit employees may use some or all of their pay in lieu of benefits to purchase health and welfare insurance.

ARTICLE 29: SAVINGS PLAN

The Company will provide a 401(k) Plan for bargaining unit employees, to which plan eligible employees may defer compensation within limitations provided by the plan document and to which the Company will contribute four (4%) percent of employee's base earnings. Vesting will become effective immediately. All other conditions will be governed by the plan document. In no event will the Company contributions exceed the maximum contribution permitted by the law.

ARTICLE 30: EDUCATIONAL ASSISTANCE

Section 1.

RESERVED

Section 2.

Any education or training required by the customer or the company due to process or technological changes, or changes in position requirements will be borne by the Company.

ARTICLE 31: SICK/PERSONAL LEAVE

Effective January 1 of each year, full-time employees will be credited with eighty (80) hours of Sick/Personal Leave. New full-time employees will be credited with a pro-rata portion of the annual Sick/Personal Leave allowance.

Payment for Sick/Personal Leave shall be at the employee's straight time base rate. In no instance will an employee be allowed to take more than the annual maximum hours allowed nor will an employee be allowed to carry over hours from year to year.

Unused Sick/Personal Leave will not be paid upon termination of employment.

ARTICLE 32: TRAVEL

Section 1.

Employees will be paid in accordance with this Article when they are required to travel more than 25 miles from the normal work place to perform duties for the Company.

Section 2. Logging of Hours

An employee, while on travel status, will be paid for:

- 1) All actual work time when such work has been assigned and approved in advance.
- 2) Actual travel time by any conveyance; provided, however, that hours paid under 1) and 2) of this section shall not be duplicative.
- 3) On the days of travel to and from a temporary work site, the travel time shall commence when the employee departs home/hotel and cease when the employee reaches home/hotel. Should travel be necessary outside an employee's normal daily work shift, the employee shall be paid in accordance with overtime rules as though they were at their normal duty location.

Section 3. Per Diem

The Company will provide per diem as specified in accordance with Company policy.

ARTICLE 33: EFFECT OF LAW

In the event that now, or hereafter, there is any State or Federal law or any directive, order, rule, or regulations made pursuant thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule, or regulations shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now, or thereafter requires the approval of any Government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects the

provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

ARTICLE 34: SUCCESSORS AND ASSIGNS

The Agreement shall be binding upon the successors and assigns of the parties hereto until expiration, or until it is changed by mutual agreement of the parties. This Agreement supersedes all Letters of Acceptance and previous contracts.

ARTICLE 35: TERM AND NOTICE OF CHANGE OR TERMINATION

This Agreement shall be effective and shall continue in full force and effect through December 31, 2017 and thereafter be automatically renewed from year to year, unless the party desiring termination or modification of the Agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives on December 2, 2014.

For CymSTAR Services, LLC:

//signature on file//

Brian D. Street
Sr. Contracts Manager

//signature on file//

Eutonia Moseley
Human Resources Manager

//signature on file//

Christopher D. Miller
Principal Program Manager

//signature on file//

Andrew F. Gilbert
Program Manager

//signature on file//

Aaron Boyce
Program Manager

For LRAITSP:

//signature on file//

Gary Ardes
President

//signature on file//

Michael Randag
Vice President

//signature on file//

Rachel Doll
Steward

//signature on file//

Albert Bender
Lead Pilot

//signature on file//

Marshall Harmon
Instructor Loadmaster

**Memorandum of Agreement
Initial Hire of Incumbent Employees**

During formal collective bargaining conducted in November 2014, the parties met and discussed the terms and conditions to be applied during the Company's initial hire of incumbent employees.

The parties agree to the following:

The probationary period as defined in Article 17 does not apply to the initial hire of incumbent employees for work upon successor contractor assumption.

The Company agrees that the seniority list, as provided to the Company by the predecessor contractor as of December 1, 2014, will be used to determine the order of employment offer for positions to be filled. Positions will be offered to the most senior employee within a classification first, and continue down the list until all positions within that classification are filled. Full-time positions will be filled first. No bump rights exist between classifications.

All benefits and vacation accrual will recognize the longevity and/or accrued benefits of current employees based on this seniority date.

The Company agrees that incumbent employees' right of first refusal will continue through the expiration date of this Agreement (December 31, 2017).

For CymSTAR Services, LLC:

For LRAITSP:

//signature on file//

//signature on file//

Brian D. Street
Sr. Contracts Manager

Gary Ardes
President