

LM # 543-634

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN



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CymSTAR Services LLC

AND

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

Effective January 1, 2018 to December 31, 2020

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Table of Contents

PREAMBLE	3
ARTICLE 1 RECOGNITION	3
ARTICLE 2 TERMS AND DEFINITIONS	3
ARTICLE 3 NON-DISCRIMINATION	5
ARTICLE 4 MANAGEMENT RIGHTS	5
ARTICLE 5 ASSOCIATION RIGHTS	6
ARTICLE 6 SUBSTANCE ABUSE POLICY	6
ARTICLE 7 NO STRIKE/NO LOCKOUT CLAUSE	7
ARTICLE 8 SECURITY	7
ARTICLE 9 GRIEVANCE & ARBRITRATION PROCEDURE	8
ARTICLE 10 MISCELLANEOUS PROVISIONS	10
ARTICLE 11 NEW JOBS	11
ARTICLE 12 TECHNOLOGICAL CHANGE	12
ARTICLE 13 PROMOTIONS	12
ARTICLE 14 DISCHARGE AND DISCIPLINARY ACTIONS	12
ARTICLE 15 SENIORITY	13
ARTICLE 16 LAYOFFS AND RECALL	14
ARTICLE 17 FULL TIME EMPLOYEES	14
ARTICLE 18 PART-TIME EMPLOYEES	15
ARTICLE 19 OVERTIME	18
ARTICLE 20 LEAVE OF ABSENCE	18
ARTICLE 21 HOLIDAYS	19
ARTICLE 22 VACATION	20
ARTICLE 23 BEREAVEMENT	21
ARTICLE 24 WAGE RATE SCHEDULE	22
ARTICLE 25 EDUCATIONAL ASSISTANCE	23
ARTICLE 26 PERSONAL/SICK LEAVE	23
ARTICLE 27 TRAVEL	23
ARTICLE 28 EFFECT OF LAW	24
ARTICLE 29 SUCCESSORS AND ASSIGNS	24
ARTICLE 30 TERM AND NOTICE OF CHANGE OR TERMINATION	25

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PREAMBLE

This Agreement is effective the 1st day of January 2018 by and between CymSTAR Services LLC ("CymSTAR" or "Company") and the Little Rock Association of Instructors, Technicians and Support Personnel ("LRAITSP" or "Association")(collectively "Parties"). This Agreement expresses the complete understanding of the Parties on the subject of wages, hours of labor, and conditions of employment. This Agreement may only 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 1 RECOGNITION

Section 1.

The Company hereby recognizes the Association as the sole and exclusive bargaining representative of its employees performing work as Simulator Instructors 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 2 and 24 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 TERMS AND DEFINITIONS

The following Terms and Definitions are herein agreed to as referenced in this contract:

Alternate Work Shift – Any time work is conducted outside the Normal Work Shift

Alternate Work Week – Any time work is conducted outside the Normal Work Week.

Business Casual – A shirt void of any logos other than ones associated with the JMATS program. Minor clothing manufacturer logos are acceptable. Pants will be made from a non-denim material. Dress shoes or boots. (Men) Shirt will be collared and tucked into

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the pants. Pants will be full length with a belt. (Women) Tailored shirts, blouses, polo shirts, and button-up shirts are acceptable. Pants will be full length, capri pants, or a reasonable length dress. If pants are worn, polo shirts or button-up shirts will be tucked into the pants.

Business Informal - JMATS T-shirts/sweatshirts may be worn (untucked if you wish) with serviceable clean blue jeans, and tennis shoes/sneakers in good repair. Blue jeans will have no stains, rips, tears, or frayed edges.

Business Day - For the purposes of this Agreement, a business day simply means Monday, Tuesday, Wednesday, Thursday, or Friday unless observing a holiday in accordance with Article 21.

Classifications - the following classifications are recognized for the terms of this contract in support of Section J, Attachment 1, Performance Work Statement (PWS) for contract FA8621-14-C-6338:

FTU Instructor Pilot

FTU Instructor Loadmaster

Scheduler/Librarian

Domestic Partner - partners (same- or opposite-sex) who live together and share a common domestic life

Full Time Employee - those designated by the Company as full-time and whose payroll week shall consist of 40 hours per week as conveyed to the employee in a formal offer letter of employment

Mutual Agreement - when an issue involves an individual Association member, mutual agreement of all Parties shall mean the Company, the Association, and the individual. When referring to Association matters involving more than one individual, Mutual Agreement of All Parties shall mean simply the Company and the Association. Mutual Agreement of all Parties shall be established in writing.

Normal Work Shift - 0600L thru 2000L

Normal Work Week - 0001L Monday thru 2359 Friday

Part Time Employee - any employee who is not regularly scheduled to work 40 hours per week in accordance with Article 17

Pay -

Base Pay is the base hourly pay rate in Article 24 which does not include Cash-in-Lieu (CIL) benefits, overtime, shift differential, lead premiums, evaluator premiums or any other payments.

Regular Pay is the base hourly pay rate in Article 24 plus lead or evaluator premiums.

Payroll Week - For the purposes of payroll accounting, the payroll week will begin at 00:00:01 (12:00:01 A.M. CST/CDT) Monday and end at 2400 (12:00 Midnight CST/CDT) the following Sunday.

PSL – Personal Sick Leave. Employees may use this time as necessary to accomplish personal appointments or when sick. Employees have sole discretion upon the use of this time and shall notify the Company as soon as they are aware they will need this time off.

ARTICLE 3 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 4 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 displacement of current Association 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

46

to time by the Company with ten (10) business days prior written notice to the Association.

ARTICLE 5 ASSOCIATION RIGHTS

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 each pay period thereafter. The Company shall remit the deductions to the Association monthly. The check-off form will 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.

Section 3. Assignment of Representatives

The Association shall notify the Company in writing of individuals selected to represent bargaining unit employees. Absent mutual agreement, only one member shall represent at a time. 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 4.

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 assigned duties to handle a grievance unless he has received prior permission from the Site Manager.

ARTICLE 6 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 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 individual bargaining unit employees 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

In the event a bargaining unit employee or the Association have concerns regarding security issues, the Company and the Association will meet in good faith to discuss and/or resolve the situation.

Section 4.

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 5.

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 as a result of employee misconduct or negative adjudication.

Section 6.

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 (within 30 months) under this provision will be reinstated in his previously held occupational title.

ARTICLE 9 GRIEVANCE & ARBRITRATION 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.

Step 2. 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 the date of the discussion held under Step 1. The written grievance must specify the Article, Section, and if applicable, the Letter of this Agreement 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 3. 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

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Association representative within five (5) business days after he receives the appeal and shall answer it in writing within five (5) business days after the discussion.

Section 3.

Notwithstanding the foregoing in Section 1 of this Article, 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 Section 6 of this Article.

Section 4.

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 5.

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.

Section 6. Arbitration Procedure

If the Association or Company wishes to appeal a grievance to Arbitration, it may demand so. 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 Third 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 Section 3.

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 ten (10) business days, the grieving party will have an additional ten (10) business days to 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.

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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 recognizes that Pilot and Loadmaster instructors require unique clothing and safety equipment to accomplish their jobs. As such, the Company will provide a clothing allowance to cover flight gloves, coveralls, rain gear, and hard toed boots. Employees are responsible for purchasing and maintaining these items to a serviceable level and will bear any additional cost necessary to do so. Additionally, the Company will make available to employees a flashlight, knife, reflective belt, and hearing protection.

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. On planned student training days, instructors and schedulers will dress business casual Monday thru Thursday and may choose to dress business informal Friday thru Sunday. On any day when no scheduled training is scheduled employees may choose to dress business informal. The Company shall provide five (5) shirts to each new employee to be worn in the performance of their duties. All other Employees shall receive a clothing allowance of \$150 annually (no later than 1 June) to be spent in the Company Store.

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 Association employees.

Section 6. Resignation

Employees are requested to give at least ten (10) business 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 pay employees for the number of hours they were scheduled, at their regular pay rate, when they are told not to report or are sent home, as directed by the Company due to abnormal plant shutdowns. These periods of time include but are not limited to 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-Association employees shall not perform any Association work solely to prevent an Association 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 the employee paid Accidental Death & Dismemberment coverage through the Companies insurance provider to a minimum of two (2) times base salary or current Company policy whichever is greater. 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.

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 24 (Wage Rate Schedule) to negotiate the rate of pay.

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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. Job qualifications will not be changed without bargaining with the Association.

ARTICLE 12 TECHNOLOGICAL CHANGE

The Association will be given advance notice in writing, within ten (10) business days of said information being made available to the Company, of any intended technological changes affecting the work of the Association 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 Association 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 provide ten (10) business days' notice to the Association of any bargaining unit openings prior to making an offer of promotion without mutual agreement.

Section 3.

Employees will be considered on probation in their new position for ninety (90) calendar 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 calendar days of being assigned to the new job specialty/classification, an employee may choose to return to his former position.

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 verbal or written reprimand, suspension without pay or discharge for violation or

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infraction of the Company rules. The Company agrees to notify the Association in writing (email acceptable) before any disciplinary action occurs. The disciplined employee is entitled to Association representation and will be notified of this right prior to discipline. Association representation shall be a member of the Executive Board or a shop steward at the employee's discretion.

ARTICLE 15 SENIORITY

Section 1. Probationary Period

New employees shall be on probation for one-hundred eighty (180) 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 within the Association, 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 leave of absence not to exceed 6 months
- 2) Employees laid off for lack of work not to exceed 24 months
- 3) Periods of Company approved absence due to injury or illness for the duration of said illness or injury not to exceed 24 months
- 4) Periods of official military service not to exceed five (5) years IAW USERRA.
- 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.

Section 4. Non-Represented Positions

If a represented employee is hired into a non-represented position within the Company 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.

Section 6. Employee Transfers

Employee transfers shall be on a volunteer basis. An employee who has established seniority rights within the Association, and who is temporarily transferred to a position not covered by this Agreement, shall retain seniority rights for a period of one hundred twenty (120) calendar days. Any employee who is permanently transferred to a Company facility other than the Little Rock AFB JMATS site will lose all seniority rights.

ARTICLE 16 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.

The Company agrees to give four (4) weeks' layoff notice or base pay rate in lieu of notice (160 hrs. full time and 80 hrs. part-time) at the Company's option, to the employees affected.

Section 2. 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 17 FULL TIME EMPLOYEES

Section 1.

The number of full-time employees shall be determined by the Company. Full-time employees will not be scheduled to work more than twelve (12) consecutive hours in a work shift without the concurrence of the employee. Employees will not be required to return to work without a minimum of twelve (12) hours off without their concurrence. Employees will receive a minimum of two (2) consecutive full calendar days off within each seven (7) day workweek, but the two (2) consecutive days off may be waived by mutual agreement.

Section 2. Payroll Week

Full-time employees shall be compensated for a minimum of 40 hours per payroll week. Hours logged shall be applied to the actual day/time the work was accomplished.

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Section 3. Alternate Work Shifts

Any employee, whose scheduled hours of work fall outside of the normal shift hours, in whole or in part, will be paid a shift differential in accordance with (IAW) Article 24 for all hours of that shift. This provision applies only to scheduled shifts. If an employee voluntarily offers or desires to work an alternate work 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 this article.

Section 4. Alternate Work Week

A full-time employee will not be scheduled to work an alternate work week for a period longer than 35 calendar days without mutual agreement. Employees scheduled to work an alternate work week will be paid the higher of:

- 1) Weekend shift differential (IAW Article 24) for all hours worked during that shift.
- 2) Alternate work shift differential for all hours worked during that shift, if applicable.
- 3) Regular pay rate, 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 5: 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.

ARTICLE 18 PART-TIME EMPLOYEES

Section 1.

Part-time employees will not be used to permanently replace full time employees. As such, part time employees are not intended to be "on call," but rather provide a mutually agreed upon availability not to exceed four (4) days in a workweek.

Section 2. Maximum Authorized

The total number of part-time employees will not exceed ten percent (10%) of the workforce within any classification unless mutually agreed. Should any classification have less than ten (10) employees, one (1) employee may be part-time. (Examples: with

94

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35 full time loadmasters, four (4) part-time positions would be authorized; with 34 full time loadmasters, only three (3) part-time positions would be authorized)

Section 3. Formal Offer Letter

Part time employees will be given a formal offer letter which outlines agreed upon conditions for the part-time position. As a minimum, this offer letter will outline when the Company intends to provide scheduled duties, such as Thursday through Sunday evenings, or Monday through Thursday mornings. Changes to periods of availability require written mutual agreement.

Section 4. Hiring for Part time

The Company will post for a new part-time position and fill that position in the following order:

- 1) the most senior applicant currently in a full-time position. If no such applicants apply for the position, then
- 2) laid off employees, by classification, in the inverse order of their layoff. However, refusing a part-time position does not constitute a recall in accordance with Article 16 (Layoffs and Recall). As such, refusal of a part-time position does not constitute abandonment of job or loss of seniority. If no such applicants apply for the position, then
- 3) with the most qualified applicant as determined by the Company in its sole discretion.

Section 5. Part-time Layoffs

If the Company lays off a part-time employee, or a mutually agreed upon change to a current part-time employee's conditions cannot be reached, the part-time employee will be offered a full-time position based upon seniority. A full-time employee who transitions to part-time status may not elect to return to full-time status unless there is a full-time position available regardless of seniority, except in the event of a part-time layoff.

Section 6. Hours of work

Part time employees will be scheduled for a minimum of 20 hours and a maximum of 30 hours per workweek averaged over a rolling 4-week period. Scheduled time is scheduled student contact plus 1.5 hours per day to accomplish gradebooks, review and prepare for lessons, read and respond to emails, sign off FCIFs, self-study and other office duties. Part-time employees will be scheduled/allotted additional hours as necessary to accomplish Company and government training necessary for continued employment and to review major changes to source documents (e.g. courseware, regulatory guidance, etc.).

Section 7. Scheduling and Notification

A Part-time employee will be notified of their scheduled work days a minimum of three (3) calendar weeks in advance and their actual scheduled duties and hours one (1) calendar week in advance. A part-time employee is considered to be notified of their scheduled work days (or change) when informed via telephone, e-mail, text message or

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other formal posting methods that may be developed. Scheduled duties will be 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 the employee has been notified, their schedule will not be changed without their concurrence.

Section 8. 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 24 (Wage Rate Schedule) 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 their JMATS hire date and the following formula:
 - i. Under five (5) years of service: hourly rate times 160 divided by 2080
 - ii. Between five (5) and fifteen (15) years of service: hourly rate times 200 divided by 2080
 - iii. Over fifteen (15) years of service: hourly rate times 240 divided by 2080
- 3) 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 24 (Savings Plan).
- 4) Observation Flight. Part-time employees who are authorized by the Company to observe on training aircraft flights will be paid, once per calendar year, at 1.5 times their base pay rate for the period starting at mission show time and ending at the termination of mission debrief. However, unlike full-time employees, part-time employees will not receive a flight incentive day off. In the event of off-station delays, the Company will reimburse the employee for expenses incurred in accordance with Company travel policy.
- 5) Unpaid Personal Time Off. Part-time employees, at their discretion, may request to be removed from the schedule for up to five (5) weeks annually (prorated for partial year employment) using the current Association time off approval process. This unpaid personal time off is to be used in lieu of vacation. Requests for partial weeks off may constitute use of one (1) of the five (5) annual weeks off. This does not include the week of Thanksgiving or Spring Break (the inclusive dates established by the following public-school districts: Little Rock, West Little Rock, North Little Rock, Maumelle and Cabot). Personal time off may not exceed two consecutive weeks during the period of 1 June through 31 August. Part-time employees will be expected to work these periods, and all other scheduled periods, unless illness or extenuating circumstances precludes actual duties.

ARTICLE 19 OVERTIME

Section 1.

Overtime, at one and one-half (1-1/2) times the regular rate, will be paid for work in excess of forty (40) hours in a work week. There shall be no duplication or pyramiding of overtime payments.

Section 2.

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 regular pay rate, whichever is greater.

Section 3.

Double-time will be paid for all work performed on the 7th consecutive calendar day of work, regardless of the pay period. Double-time pay will continue until a day off breaks this continuous string of 7. 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 4.

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

Section 5.

The Site Manager must approve all overtime.

ARTICLE 20 LEAVE OF ABSENCE

Section 1. Leave Without Pay

Subject to Article 15, 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 mutual agreement. 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) business 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

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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) business days per calendar year. Employees on paid military leave will be paid their regular straight time base pay and their military base pay rate for up to-fifteen (15) business days of base pay rate 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 vacation or PSL pay while on approved military leave. PSL will not be prorated as a result of paid 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. Payment will be made at the employee's regular pay rate. Satisfactory proof of jury services required.

Section 5. FMLA Leave.

Each employee in the Association shall be covered by the FMLA if they have worked for the Company for at least 12 months and 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 measured forward from the date of the employees' first day of leave. An employee taking FMLA leave shall continue to accrue seniority and employee benefits during that leave.

ARTICLE 21 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

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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 regular pay rate, plus time and a half, for a minimum of 8 hours.

Section 5.

The Company will endeavor not to schedule Employees to work during the period of 00:00 Easter Sunday through 24:00. However, if an Employee is required to work during this timeframe, they will be paid double time at their regular pay rate (notwithstanding the fact that Easter is not a Holiday defined in the CBA).

ARTICLE 22 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 (Bi-Weekly)
Less than 1	Up to 40/yr	1.538
1 - 4	Up to 80/yr	3.077
5-11	Up to 120/yr	4.615
12-13	Up to 128/yr	4.923
14	Up to 136/yr	5.231
15+	Up to 160/yr	6.154

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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 calendar 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.

At least ten (10) percent of each job classification may be on leave at any time (normal rounding applies).

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 23 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 at the regular pay rate. Two (2) additional days of unpaid leave may be granted if out of town travel is required.

Section 2. Immediate Family

The following shall be considered immediate family:

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

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- Grandparent or grandchild of spouse/domestic partner

ARTICLE 24 WAGE RATE SCHEDULE

Section 1. Basic Wage Rates

The wage rates for bargaining unit employees shall be as follows effective January 1st:

CLASSIFICATION	Effective Jan 1, 2018	Effective Jan 1, 2019	Effective Jan 1, 2020
FTU Pilot Instructor	\$64.00	\$65.90	\$67.90
FTU Loadmaster Instructor	\$58.00	\$59.75	\$61.50
Scheduler/Librarian	\$33.00	\$34.00	\$35.00
Cash in Lieu	\$8.00	\$8.25	\$8.50
Shift Differential*	8%	8%	8%
Lead <u>or</u> Evaluator Pay	8%	8%	8%
Lead <u>and</u> Evaluator Pay	12%	12%	12%
Pilot Annual Safety Equipment Allowance	\$50	\$50	\$50
Loadmaster Annual Safety Equipment Allowance	\$175	\$175	\$175

* Alternate Work Schedule or weekend

Section 2. Lead Employees and Evaluator Instructors

Employees designated as Lead or Evaluator Instructors shall be compensated with a differential pay IAW Section 1 of this Article. 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 by the Company to observe on training aircraft flights will be paid, once per calendar year, at 1.5 times their regular pay 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 pay rate. In the event of off-station delays, the Company will reimburse the employee for expenses incurred in accordance with Company travel policy.

Section 4. Cash in Lieu (CIL)

The Company will provide a Health and Welfare allowance in the form of Cash in Lieu (CIL) of benefits in the amount indicated in Section 1 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.

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Section 5. Health and Welfare

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.

The Company will offer employees the ability to purchase life insurance, short term and long-term disability, dental and vision plans.

Section 6. Retirement 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.

Section 7. Health Savings Account

The Company will make deductions for Health Savings Accounts for all employees who establish qualified accounts.

ARTICLE 25 EDUCATIONAL ASSISTANCE

Section 1. RESERVED

Section 2.

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

ARTICLE 26 PERSONAL/SICK LEAVE

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

Payment for PSL shall be at the employee's regular pay 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 PSL will not be paid upon termination of employment.

ARTICLE 27 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.

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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 28 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 29 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.

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ARTICLE 30 TERM AND NOTICE OF CHANGE OR TERMINATION

This Agreement shall be effective and shall continue in full force and effect through December 31, 2020 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) calendar 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 2 November, 2017.

For CymSTAR Services, LLC:

For LRAITSP:



Brian D. Street
Sr. Contracts Manager



J. B. Williams
President



Shauna Knoernschild
Human Resources Manager



Michael Randag
Vice President



Donna Lott
Program Manager



Marshall Harmon
Loadmaster Representative



Derrick Ball
Site Manager



John McDonough
Pilot Representative

