

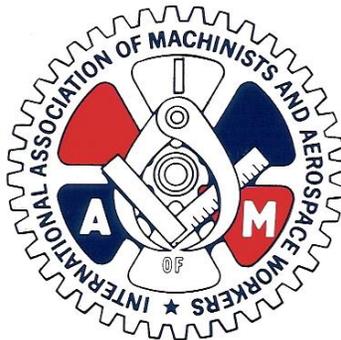
# COLLECTIVE BARGAINING AGREEMENT BETWEEN

**Alpha-Omega Change Engineering, Inc.**  
(AOCE)



**And**

**Local Lodge 25**  
International Association of Machinists and Aerospace Workers  
AFL-CIO



**Gray Butte, CA**

**Effective July 1, 2017**

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
AGREEMENT.....	1
PREAMBLE.....	1
ARTICLE 1, RECOGNITION.....	1
ARTICLE 2, MANAGEMENT RIGHTS.....	2
ARTICLE 3, UNION ACCESS TO OPERATIONS.....	2
ARTICLE 4, SHOP STEWARDS.....	3
ARTICLE 5, GRIEVANCE PROCEDURE.....	3
ARTICLE 6, NO STRIKE/NO LOCKOUT.....	5
ARTICLE 7, BULLETIN BOARD.....	6
ARTICLE 8, UNION SECURITY & DUES CHECKOFF.....	6
ARTICLE 9, SENIORITY.....	7
ARTICLE 10, HOURS OF WORK.....	9
ARTICLE 11, OVERTIME/COMPENSATORY TIME.....	9
ARTICLE 12, CLASSIFICATION AND PAY.....	11
ARTICLE 13, HOLIDAYS.....	13
ARTICLE 14, PERSONAL TIME OFF (PTO).....	14
ARTICLE 15, BEREAVEMENT LEAVE.....	15
ARTICLE 16, JURY DUTY AND WITNESS PAY.....	15
ARTICLE 17, UNIFORMS.....	15
ARTICLE 18, LEAVES OF ABSENCE.....	16
ARTICLE 19, MILITARY LEAVE.....	16
ARTICLE 20, TRAVEL.....	17

ARTICLE 21, TUITION REIMBURSEMENT PLAN.....	18
ARTICLE 22, SUBSTANCE ABUSE.....	18
ARTICLE 23, SUCCESSORS AND ASSIGNS.....	19
ARTICLE 24, NON-DISCRIMINATION.....	19
ARTICLE 25, INSURANCE PLANS.....	19
ARTICLE 26, SAVINGS PLAN.....	20
ARTICLE 27, PROMOTIONS.....	20
ARTICLE 28, SECURITY.....	21
ARTICLE 29, SAFETY.....	21
ARTICLE 30, DISCHARGE AND DISCIPLINE.....	21
ARTICLE 31, ANNUAL FAA MEDICAL EXAMS.....	23
ARTICLE 32, LOSS OF MEDICAL QUALIFICATION.....	23
ARTICLE 33, NONBARGAINING UNIT PERSONNEL.....	23
ARTICLE 24, DURATION.....	24

## **AGREEMENT**

This Agreement made and entered into this **July 18, 2017**, to become effective **July 1, 2017**, by and between Alpha-Omega Change Engineering, Inc. (hereinafter referred to as Company) and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local Lodge No. 25 (hereinafter referred to as the Union).

### **PREAMBLE**

The Parties have entered into this Agreement for the purpose of setting forth, in writing, the understandings they have reached with respect to wages, hours and working conditions of all full-time and regular part-time Pilots, Sensor Operators, Training Support, Operations and Scheduling Support, Flight Manual Managers, TO Representatives, Standardization/Evaluation Data Support, and Scheduling/Training Support covered hereby, as well as to the rights of the Union and the Company, and to provide a peaceful means for the settlement of any disputes that may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

For purposes of simplicity, the masculine gender is used throughout this Agreement although it is understood that all references to gender include both sexes.

### **ARTICLE 1 RECOGNITION**

**Section 1 – Recognition and Bargaining Unit.** The Company hereby recognizes the Union as the sole and exclusive bargaining representative of employees of AOCE, Inc. performing work on the contract FA8620-16-C-3024, in the bargaining unit certified by the National Labor Relations Board in Case No. 31-RC-173839, including: All full-time and regular part-time Pilots, Sensor Operators, Training Support, Operations and Scheduling Support, Flight Manual Managers, TO Representatives, Standardization/Evaluation Data Support, and Scheduling/Training Support and excluding all other employees, Chief Pilots, Chief Sensor Operators, Site Leads, clerical employees, managers, guards, and supervisors as defined in the Act as amended, 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.

**Section 2 – Union Rights –** The specific terms of this contract in addition to applicable state and federal law and regulations, shall be the sole source of any rights that may be asserted by the Union against the Company.

**Section 2 – Work Location.** Pursuant to the governing Performance Work Statement for Contract FA8620-16-C-3024, paragraph 2, General Requirements, work under this Agreement will be performed at the Mojave Desert Flight Test Facility, CA and China Lake NAS, CA. Alternate or off-site locations: General Atomics Aeronautical Systems Incorporated Division, Poway CA; Creech AFB, NV; Nellis AFB, NV; and Edwards AFB, CA.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 1 – Responsibilities of Company.** 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 its right to establish or continue policies, practices, and procedures required to conduct company 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 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.

**Section 2 – Waiver of Rights.** 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 the Agreement.

## **ARTICLE 3 UNION ACCESS TO OPERATIONS**

**Section 1 –** The Company agrees that the Business Representative and/or Grand Lodge Representative of the Union will be allowed access to the premises, subject to approval of the government customer and the work site owner for the purpose of representing the bargaining unit employees. Prior to a Union Representative visiting the shop, the Union will notify the Site Leader or his designee as to the purpose of the visit. Such visits shall not unduly interfere with production or work being performed.

The Union Representative shall give the Site Leader or his designee, two weeks' notice of his arrival in order to facilitate gaining access to the facility(ies). The Union Representative may be required to provide a social security number or other personal information in order to be granted access. The Company will compensate one bargaining unit member up to 2 hours per month while escorting the Union Representative.

**Section 2 – Company Representation During Visit.** The Company, if it desires, may have a Company Management Representative accompany the Union Representative while he is visiting its operations. The Company shall allow the Union Representative privacy upon request for the purposes of conducting Union business.

## **ARTICLE 4 SHOP STEWARDS**

**Section 1.** The Company shall recognize one (1) employee to act as a Chief Shop Steward. The Chief Shop Steward shall be duly selected by the Union. The Union will notify the Company of the elected Chief Shop Steward. The Company shall recognize one (1) employee designated by the Union as an Alternate Shop Steward. The Alternate Shop Steward shall act in the place of the Chief Shop Steward during his absence.

**Section 2.** The Stewards will be placed at the top of their classification on the Seniority List and will be the last to be laid off while in such capacity. This Seniority Classification has no bearing on qualification upgrades or promotion considerations as defined in Article 27.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

**Section 1 - Definition.** For purposes of this Agreement, a grievance is defined as a dispute between the Company and the Union or between the Company and any non-probationary bargaining unit employee covered hereby, with respect to the alleged violation of a specific provision of this Agreement. Grievances as herein defined shall be processed in keeping with Section 2 of this Article. The Chief Shop Steward will be allowed sufficient time during work hours; to process or adjust grievances as long as it does not impact contract deliverables.

### **Section 2 – Procedure.**

**Step 1.** Both parties shall encourage the verbal resolution of disputes as quickly as possible. An aggrieved employee, with his steward, shall discuss the dispute with the immediate Supervisor or, in his absence, with the Site Leader. If the grievance has not been satisfactorily resolved within three (3) working days following its presentation to the immediate Supervisor, then;

**Step 2.** The grievance may be submitted in *writing* on a form mutually agreed to by the Company and the Union, containing information set out in Section 5 of this article. If filed by the Union or a bargaining unit employee, a grievance may be submitted to the Site Leader, within ten (10) working days following the occurrence, or the constructive knowledge thereof, which caused the grievance, except for a bona fide pay discrepancy. The Site Leader shall give his written answer to the grievance within three (3) working days after its submission to him in Step 2. If filed by the Company, a grievance may be submitted to the President/Directing Business Representative of the Union by mailing the grievance by certified mail within ten (10) working days following the occurrence, or the constructive knowledge thereof, which caused the grievance. The President/Directing Business Representative shall give his written answer to the grievance within three (3) working days after its submission to him in Step 2. Either side may request a meeting at the site level to discuss the details of the grievance and attempt to reach a resolution prior to the issuance of the written answer. The assigned Union Representative may attend this meeting. In the event there is no satisfactory settlement of the grievance at this Step, then Step 3 may be invoked.

**Step 3.** Before proceeding to arbitration in Step 4, the grievance may be elevated to the Corporate Level for resolution. This step will involve the AOCE Corporate Line of Business Director and a member of the C-Suite (CEO, COO, CFO, Chief Strategy Officer (CSO)). The assigned Union Representative will forward the written grievance to Corporate Human Resources and request a meeting with Corporate Leadership to discuss and resolve the grievance. Timelines for this step will be at the discretion of both parties. In the event there is no satisfactory settlement of the grievance at this Step, then Step 4 may be invoked.

**Step 4.** The Union or the Company may appeal the grievance to arbitration by making a written request for such action within not more than twenty (20) working days following the written answer of the Site Leader or the Union Representative, as the case may be in Step 2, or lack thereof.

**Section 3 – Cases of Suspension or Discharge.** The parties understand and agree that the time limits set forth in the various steps of the grievance procedure are essential to the prompt resolution of the grievances. Accordingly, if such time limits are not abided by in filing a written grievance in Step 2, except in those instances where the parties mutually agree in writing to extend such time limits, the grievance shall be waived. In cases involving suspension or discharge, Step 1 will be waived and the matter taken up with the Site Leader within ten (10) working days following such action by the Company. A final decision made with respect to any grievance in the first or second step of the grievance procedure shall apply to that grievance only and shall not become a binding precedent in the case of other grievances, nor a precedent which shall bind the parties in interpretation of this Agreement. All settlements of grievances in step 1 or step 2 must be consistent with the terms and conditions of this Agreement.

**Section 4 – Waiver of Time Limits.** No employee may leave the job, take up, or settle a grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Any other employees in the bargaining unit attending a grievance meeting at any step are subject to the same provisions.

**Section 5 – Grievance Content.** The written grievance shall contain the following information:

1. Name(s) of the employee(s) involved;
2. Approximate date of alleged grievance;
3. Date of first discussion of the grievance with the immediate Supervisor;
4. Nature of the grievance;
5. Current date;
6. Article/Section of Agreement violated;
7. Requested remedy.

**Section 6 – Arbitration Request.** Upon receipt of a notice to take a grievance to arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators for the purpose of selecting an arbitrator. Only the Union or the Company may invoke arbitration on the other. The cost of requesting the panel shall be borne equally between parties.

**Section 7 – Arbitrator Selection.** Upon receipt of the panel, the Parties shall make mutually satisfactory arrangements for the purpose of selecting an arbitrator by the process of alternately striking the names from the list until only one (1) remains. The last remaining member shall serve as arbitrator. For the first instance of arbitration between the Union and the Company, the Party going first, will be determined by a coin flip. Parties will alternate in subsequent arbitration panels. Either Party may reject one (1) panel. Upon such rejection, an additional panel shall be requested in writing from the Federal Mediation and Conciliation Service by the party rejecting such panel with a copy of such request to the other Party.

**Section 8 – Arbitrator’s Authority.** The arbitrator's authority shall be limited to disposition of the grievance arising under the contract, and he may only interpret and apply the Contract provisions to the facts of the particular grievance. The arbitrator shall have no power or authority to change, alter, modify, detract from or add to the terms of this Agreement. No award shall have retroactive effect prior to the date of the occurrence, which led to the filing of the grievance upon which the arbitrator's award is based.

**Section 9 – Arbitrator’s Decision.** The arbitrator's award shall be final and binding upon the Company, the Union, and the bargaining unit employees.

**Section 10 – Arbitrator’s Fees.** The fees and costs of the arbitrator shall be borne equally by the Parties. Each Party shall otherwise pay its own costs and expenses.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

**Section 1 - Strikes.** During the term of this Agreement, the Union, its officers, agents, representatives and members covered by this Agreement, agree that there shall be no strikes (including sympathy or unfair labor practice strikes), concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, 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 Union or employees covered hereunder breach this Article, the Company may discipline the employees involved up to and including discharge. In such event, the Union 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 actions are no longer subject to the grievance procedure. 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 - Lockouts.** The Company agrees that for the duration of this Agreement there shall be no lockouts. A lockout as mentioned herein shall not be construed as the closing down of the operation or any part thereof or curtailing any operations for business reasons.

**Section 3.** Bargaining Unit employees will not be requested or required to cross sanctioned IMAAW picket lines at any other Company Facility/Location to perform work of other striking IMAAW members This Section 3 is the only exception to the prohibition against strikes or work

stoppages for any reason during this contract. Company employees will be required to cross picket lines of other unions at the job sites enumerated in Article 1, Section 2 of this agreement if the circumstances should occur.

## **ARTICLE 7 BULLETIN BOARD**

The Company agrees to provide space for a bulletin board in the working area for the purpose of posting legitimate Union notices pending government and site owner agreement. If denied by the government or site owner, the Union may utilize a binder to contain the same information for employees to review. This bulletin board may be used by the Union for the purpose of conveying official information from the Union to bargaining unit employees. The Union shall be the sole user of the bulletin boards and only documents, which constitute official Union business, will be posted. The Union will not use the bulletin board to criticize the Company or its agents in any respect. All information to be posted is subject to advance approval of the Site Leader for compliance with the standards set forth in this Article. The Company will not remove information, which it has approved for posting on the bulletin board.

## **ARTICLE 8 UNION SECURITY & DUES CHECKOFF**

**Section 1 – Current Employees and New Hires.** All employees covered by this agreement shall become members of the Union or pay an agency fee to the Union, and remain in good standing during the term of this agreement. All new employees covered by this agreement shall, as a condition of employment, become members of the Union or pay an agency fee to the Union immediately after their probationary period of employment, and remain in good standing during the term of this agreement. New employees will be considered “at will” until they have completed their probationary period. Upon receipt of a signed authorization form, the Company shall deduct from the employee's pay check on a semi-monthly basis dues/fees payable to the Union.

**Section 2 – Membership.** The Union will make membership in the Union available to all employees covered by this agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, demands for termination of employment will not be made for reasons other than failure of an employee to tender dues and fees uniformly required as a condition of acquiring or retaining membership in the Union, or remaining in good standing with the Union.

**Section 3 – Deductions.** Upon receipt of proper authorization, signed by the employee, the company shall deduct from the employees pay the initiation or reinstatement fee and monthly dues payable by him/her to the Union, semi-monthly, in an amount as directed by the Union for the period specified, so long as he/she remains in the bargaining unit.

**Section 4 – Payment of Dues to the Union.** The sums deducted as stated above shall be forwarded to the designated financial officer of the Union no later than the last day of the month in which the deductions are made.

**Section 5 - Indemnification.** The Union will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with the foregoing provisions of this Article, or in reliance on any list, notice or assessment furnished under any of such provisions.

## **ARTICLE 9 SENIORITY**

**Section 1 - Seniority.** The bargaining unit seniority of an employee is the length of his continuous service with the Company supporting operations as called for in the Performance of Work Statement in the job classification as listed in Article 12 of this Agreement to which he has been assigned.

- "Benefit Eligibility Date" of an employee is the length of his continuous service on the Government contract at Gray Butte, including time spent with predecessor Companies on the Government contract

- Bargaining Unit Seniority Dates and Benefit Eligibility Dates of current employees are listed in Appendix A. (Company to provide)

a) If two or more employees fall within a qualification, and are willing and eligible to upgrade based on qualifications to the next qualification, priority will be given the employee with the most seniority.

b) Employees transferring into the bargaining unit will retain their Benefit eligibility date for benefit purposes only, but their bargaining unit seniority date will be their date of transfer into the bargaining unit.

**Section 2 - Loss of Seniority.** An employee shall lose his seniority and his employment shall be terminated for the following reasons:

a) Resignation.

b) Discharge for just cause.

c) Layoff in excess of twenty-four (24) months.

d) Failure to return to work at the expiration of a leave of absence.

e) Failure to return to work after being recalled. If the employee being recalled is currently employed by another employer the employee will be allowed to give a courtesy two (2) weeks of notice to the other employer before being required to return to work.

f) Absence from work without reporting to the Company, unless the employee proves that he was so incapacitated that he was unable to contact the employer by phone, if the employee is on leave because of a workplace injury, or in cases where FMLA/CFRA applies to the bargaining unit employee.

g) Retirement.

- h) Loss of security clearance in excess of six (6) months.
- i) Working at another job while on a medical leave of absence.

**Section 3 - Seniority List.** The Company will publish and display a seniority list showing dates of hire for all employees, by classification, within sixty (60) days of the effective date of this Agreement and, subsequently, once annually. The Company will also furnish a list to the Union reflecting new hires and rehires, their classification, their date of hire and termination or layoff dates, when requested by the Union.

**Section 4. - New Hires.** New employees in the Pilot and Sensor Operator job classifications shall remain on probation until the successful completion of the assigned training curriculum, as determined by the Government Customer. Employees in all other job classifications covered under the Agreement shall be on probation for sixty (60) calendar days from the initial hire date. During the probationary period, probationary employees may be discharged at the sole discretion of the Company. A probationary employee, who, in the opinion of the Company, is not performing satisfactorily, shall be subject to disciplinary action and/or dismissal by the Company. If retained after the probationary period, their names shall be placed on the Seniority List as of their date of hire.

#### **Section 5 - Layoff and Recall.**

**Layoff.** In cases of layoff, the least senior employee in the affected classification shall be the first to be laid off. Two (2) or more employees having the same bargaining unit seniority date, qualifications shall be the determining factor, with the more qualified employee being retained. Two (2) or more employees having the same qualifications, the last four digits of an individual's Social Security number will determine the layoff of employees, with the lowest number being retained.

- a. The Company will provide at least seven (7) calendar days advance notice to those employees affected by any layoff or provide for pay in lieu thereof unless the government customer provides less notice.
- b. **Recall.** Employees who are on active layoff status from job classifications having job openings will be recalled in order of seniority, providing they have the required qualifications for that job. The company will recall all employees covered under this agreement prior to awarding any positions to any other company or outside employee.
- c. **Notice of Recall.** The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. A laid off employee shall promptly notify the Company of any change of address. The employee must, within three (3) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his intent to return to work on the date specified for recall and thereafter return to work on such date. It is agreed that, when possible, the Company will allow recalled employees up to two (2) weeks to return to work if they have taken other employment. If the employee does not have other employment he will be expected to return to work on the date specified. The company may extend this return date at its sole discretion. Employees who fail to properly notify the Company

of their intent to return to work or fail to return to work as scheduled will be considered a voluntary resignation.

**Section 5** - The Employer and the Union agree that seniority will not be affected by performance on a separate contract with the Employer for performance of like work overseas, regardless of duration. Likewise, the Employer will return Employees to the same position held prior to performance on that contract.

## **ARTICLE 10 HOURS OF WORK**

**Section 1 – Workweek.** The regular workweek will begin at 12:01 p.m., Friday, and end at 12:00 p.m. the following Friday. The regular but not guaranteed workweek for each employee shall consist of a 9/80 schedule; that is eight (8) nine (9)-hour days and one (1) eight (8)-hour day in a two-week period for a total of 80 hours. Hours of operation for academic, device, test flights and flight training will be in accordance with the Company's contract with the Air Force.

**Section 2 – Contract Operations.** The Union acknowledges the responsibilities of the Company's operation as they are related to the support of the United States Air Force objectives. The parties realize the USAF may, from time to time, make unusual and immediate demands in conjunction with support requirements. Consequently, all personnel may be called upon to perform whatever duties are required for adequate performance of support requirements for the mission and operational capabilities for the Unmanned Aircraft System (UAS) Developmental Test.

## **ARTICLE 11 OVERTIME/COMPENSATORY TIME**

**Section 1 – Compensatory Time:** Employees covered by this Agreement may elect to receive compensatory time off, in lieu of overtime compensation.

Such elections shall be made in writing, and the revocation of said election shall be made in writing.

Compensating time off at a rate of not less than one (1) hour for each hour of employment for which overtime compensation is required by law. If an hour of employment would otherwise be compensable at a rate of more than one (1) times the employee's regular rate of compensation, then the employee may receive compensating time off commensurate with the higher rate.

An employee may not accrue more than 240 hours of compensating time off. Any employee who has accrued 240 hours of compensating time off shall, for any additional overtime hours of work, be paid overtime compensation.

If compensation is paid to an employee for accrued compensating time off, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment.

An employee who has accrued compensating time off shall, upon termination of employment, be paid for the unused compensating time at a rate of compensation not less than their base hourly wage.

An employee who has accrued compensating time off, and who has requested the use of that compensating time, shall be permitted by the Company to use the time within a reasonable period after making the request, if the use of the compensating time does not unduly disrupt the operations of the Company. For purposes of determining whether a request to use compensating time has been granted within a reasonable period, the following factors shall be relevant:

- a. The normal schedule of work.
- b. Anticipated peak workloads based on past experience.
- c. Emergency requirements for staff and services.
- d. The availability of qualified substitute staff.

**Section 2 Overtime.** The Company will abide by the overtime provisions of Federal and State Laws. Under the 9/80 schedule, overtime pay for employees covered by this Agreement shall be as follows:

Time and one half will be paid for:

- a. Hours in excess of nine (9) on Monday through Thursday and hours in excess of eight (8) on the working Friday
- b. Hours in excess of forty (40) hours in a workweek
- c. First eight (8) hours of work on an unscheduled workday (e.g., the scheduled Friday off, Saturday)

Double time will be paid for:

- a. Hours in excess of twelve (12) hours in a workday
- b. Hours in excess of eight (8) hours on an unscheduled workday
- c. As required by state and federal law.

An employee who has not completed his/her probationary period, will not be assigned any overtime, unless all qualified senior employees have had an opportunity to work the overtime, and it is determined by the Supervisor that the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.

**ARTICLE 12  
CLASSIFICATION AND PAY**

**Section 1 - Definitions.**

- a. **Base Pay.** The basic salary wage paid to employees in a given job classification, upon hire, regardless of qualification.
- b. **Base Hourly Wages.** The sum of an employee’s Base Hourly Pay + Health and Welfare Fringe.
- c. **Position.** A job within a given job classification that requires a specific set of advanced qualifications to meet contractual requirements.
- d. **Red Circle Rates:** "Red Circle" rate is defined as an employee's base pay which exceeds the rate for the assigned job classification. The employee shall be eligible for general wage increases; however, the amount of increase shall not exceed one percent (1%) of their base pay.

**Section 2 – Pay Frequency and Method.** All wages payable to employees hereunder shall be paid semi-monthly. Automatic Deposit of payroll checks, if available, shall be granted at each employee's discretion with proper authorization, and in accordance with Federal and State Law.

**Section 3 – Rates of Pay.** The current salary wage rates of the bargaining unit employees will remain in effect until **July 1, 2017**. The following salary wage rates will be effective **July 1, 2017** and for the period of this Agreement and apply to all bargaining unit employees. Current employees who are training in a new Mission Design Series (MDS) due to unit needs will maintain their current level of pay.

<b>Administrative</b>		<b>3%</b>	<b>3%</b>
	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>
SARMS/Training Support Level I (Entry, Min qual)	28.00	28.84	29.71
SARMS/Training Support II (1+ years exp)	33.66	34.67	35.71
SARMS/Training Support Level III (5+ years exp)	41.08	42.31	43.58
Stan/Eval Support Level I (Entry; min qual)	28.00	28.84	29.71
Stan/Eval Support Level II (1+ years exp)	33.66	34.67	35.71

Stan/Eval Support Level III (5+ years exp)	41.08	42.31	43.58
Scheduling Manager/DCMA Support Level I (Entry; min qual)	28.00	28.84	29.71
Scheduling Manager/DCMA Support Level II (1+ years exp)	33.66	34.67	35.71
Scheduling Manager/DCMA Support Level III (5+ years exp)	41.08	42.31	43.58
FM Manager	56.92	58.63	60.39
FM Support	55.69	57.36	59.08
<b>Sensor Operator</b>		<b>3%</b>	<b>3%</b>
	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>
SO I (MCE)	50.48	51.99	53.55
SO II (MCE + LRE)	52.88	54.47	56.10
SO III (MCE + LRE + INST/MAQ)	56.25	57.94	59.68
SO IV (MCE + LRE + INST+ SEFE/MAQ)	60.10	61.90	63.76
SO V (MCE + LRE + INST + SEFE + MAQ)	62.52	64.38	66.31
<b>Pilot</b>		<b>3%</b>	<b>3%</b>
	<b>7/1/2017</b>	<b>7/1/2018</b>	<b>7/1/2019</b>
Pilot I (MCE)	66.59	68.59	70.65
Pilot II (MCE + LRE)	72.12	74.28	76.51
Pilot III (MCE + LRE + INST/MAQ)	76.92	79.23	81.60
Pilot IV (MCE + LRE + INST+ SEFE/MAQ)	79.03	81.40	83.84
Pilot V (MCE + LRE + INST + SEFE + MAQ)	84.13	86.65	89.25

**Section 5 – Reporting Pay.** Employees reporting for work will receive a minimum guarantee of nine (9) hours work or pay for that day. Employees requesting to be released prior to the end of the scheduled duty day will have the opportunity to utilize Compensatory Time Off or PTO.

**Section 6 - Severance Pay.** If the Company provides an employee with *less* than 45 calendar days of advance notice before laying them off, the affected employee shall be paid severance pay (if the employee does not resign before their layoff effective date). Severance pay shall be in accordance with the following schedule:

**Pay Amount**

Less than 1 year: No severance pay

At least 1 year, but less than 3 years: 40 hours of regular wages

At least 3 years, but less than 5 years: 60 hours of regular wages

5 years or more: 80 hours of regular wages

Employees who resign before their layoff effective date are not entitled to severance pay. Employees who are terminated for cause are not eligible for severance pay. Severance Pay is not applicable for Loss of Contract Affect (See Article 14, Section 7).

**Section 9 – Holiday Pay.** Employees who work on a holiday shall receive two (2) times their of their base hourly wages for hours worked.

**Section 10 – Reduction in Classification.** An employee shall not be reduced to a lower-rated classification for reasons other than disciplinary action for just cause.

**ARTICLE 13  
HOLIDAYS**

**Section 1 – Recognized Holidays.** The following ten (10) days each year shall be paid holidays and employees will receive eight (8) hours pay at their base hourly pay.

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

**Section 2 – Holiday Designation.** Any Holiday falling on a weekend day will be celebrated on the day set by the Air Force. Employees will not be required to work on a holiday except where dictated by the operational needs of the Air Force or the Company.

**Section 3 – Government Directed Worksite Closures.** Employees shall comply with Government directions regarding closure of worksite. If the Government closes the worksite during a regular workday; affected employees shall delay their report time until the Government-specified time or until the next regular workday (whichever is earlier) without incurring any loss of normal workday wages.

Reasons for closure include the following:

- a. Act of God
- b. Inclement weather
- c. Utility failure
- d. Natural disaster
- e. Exercise or protest that block access to the worksite

If the Government has not closed the worksite, and an employee believes it is not safe to travel due to adverse road conditions, the employee shall refrain from travel and contact the Company to obtain PTO. Employees shall not be disciplined for failing to report to work due to travel safety concerns.

## **ARTICLE 14 Personal Time Off (PTO)**

**Section 1 – Qualifying Period.** All employees will accrue PTO as specified in the chart below.

**Section 2 – PTO Hours.**

	PTO Hours Earned
An employee with less than 5 years of service	5 Hours per Pay Period
An Employee with five (5) years of service but less than fifteen (15) years	5.67 Hours per Pay Period
An Employee with fifteen (15) or more years of service	6.67 Hours per Pay Period

Labor Categories Pilot IV and Sensor Operator IV will earn a minimum of five and sixty-seven hundredths (5.67) hours per pay period

Labor Categories Pilot V and Sensor Operator V will earn a minimum of six and sixty-seven hundredths (6.67) hours per pay period.

**Section 3 – Carryover Hours.** In accordance with California law, employees will *not* be subject to carryover limits. Employees whose PTO balance exceeds 80 hours at the end of the calendar year will be required to take PTO during the 1<sup>st</sup> quarter of the following calendar year in order to reduce their PTO balance to 80 hours or less. The Site Manager will have full responsibility for ensuring employees take time off for the purposes of reducing their PTO balances each year.

**Section 5 – Requesting PTO.** PTO shall be taken at such time as designated by mutual agreement between the Company and employee and shall not be canceled unless required by the operational needs of the Air Force or the Company. PTO can be taken in hourly increments as desired, consistent with scheduling needs of the Company.

**Section 6 - Terminating Employees.** Terminating employees may not take PTO during their last two (2) weeks of employment. Employees who terminate their employment will be paid for all PTO hours accrued on their last paycheck.

**Section 7 – Loss of Contract Affect.** If the Company loses the contract for any reason, employees will be paid for all PTO hours accrued on their last paycheck.

**Section 8 – Advance PTO.** Employees may request up to forty (40) hours of advance PTO. If the employee is terminated prior to achieving zero balance, the Company will recoup the negative balance on the terminating paycheck. If last paycheck is insufficient, Company reserves the right to collect directly from individual as permitted by Federal and State Laws.

## **ARTICLE 15 BEREAVEMENT LEAVE**

### **Section 1 – Definition and Length of Leave.**

Employees shall be given up to three (3) consecutive days with pay to bereave and attend the funeral of their Family. If employee has to travel in excess of 300 miles, one way, an additional (2) consecutive days with pay will be granted.

"Family" shall be considered to be a spouse, parents, grandparents, children (biological, adopted, foster, stepchild, legal ward, or a child of a person standing in loco parentis), grandchildren, siblings and immediate in-laws (mother-in-law, father-in-law, brother-in-law, and sister-in-law), and in loco parentis.

**Section 2 – Additional Time Off.** If requested, up to forty (40) additional work hours off may be granted at the discretion of the Company upon request of the employee. Such a request shall not be unreasonably denied. The employee may use available or advanced PTO in lieu of time off without pay.

## **ARTICLE 16 JURY DUTY AND WITNESS PAY**

Bargaining unit employees who are required by proper court order or summoned to be absent from work in connection with jury duty, or subpoenaed as a witness, will be paid at their regular base hourly rate, less any compensation paid for jury duty service pursuant to Federal and/or State Law. Employees called for jury duty and released by court with less than four (4) hours of service will be expected to return to work. Employees will provide the Company a copy of their summons and Jury Duty voucher.

## **ARTICLE 17 UNIFORMS**

**Section 1 – Uniforms.** All employees shall maintain a neat and professional appearance. The dress code at the site will be in accordance with the dress and security/identification requirements of the contract. The Company will provide five (5) Company logo "wash and wear" shirts per year.

**Section 2 – Equipment.** The Company shall provide six (6) David Clark single-ear headsets (compatible with Government flight operations). These headsets are for the exclusive use of AOCE employees. The Company will replace headsets as required thereafter due to normal wear and tear. The headsets shall be made available for check out.

## **ARTICLE 18 LEAVES OF ABSENCE**

**Section 1 – Length.** Leaves of absence without pay may be granted at the sole discretion of the Company upon request by an employee, for a period not to exceed thirty (30) calendar days. Except in cases of emergency, employees must request such unpaid leaves to the Site Leader, in writing, at least seven (7) calendar days prior to the date the unpaid leave would begin. A Leave of absence will not be unreasonably denied.

**Section 2 – Seniority Rights.** Employees on unpaid leaves of absence shall retain seniority while on leave, consistent with Article 9.

**Section 3 - Extensions.** Any requests for extensions past the thirty (30) days may be granted at the sole discretion of the Company.

**Section 4 – FMLA/CFRA.** Leave of absence for a health condition for the employee, or for the employee to care for an immediate family member will be granted to an employee for a period not to exceed ninety (90) days and will be extended when supported by sufficient medical verification supplied by the employee from a licensed physician. Leaves of absence for personal health reasons will not exceed twelve (12) months. All leaves of absence will be in accordance with applicable state and federal laws.

## **ARTICLE 19 MILITARY LEAVE**

**Section 1 – Military Reserves and Active Duty.** The Company will follow the regulations set forth under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

The Company will pay the difference between regular hourly rate and military pay per the differential pay chart below. Flight incentive pay, basic allowance for housing and basic allowance for subsistence are considered military pay and will be added when calculating differential pay.

When the employee returns to work from temporary duty, he will have ten (10) business days from the issuance of their final Leave and Earnings Statement (LES) to submit their LES to the Company to zero out any debts, such as benefit premiums, to the Company accrued by employee’s temporary duty. Failure to submit within the timeframe will result in payment delay.

Payment will be made with the first payroll cycle after the employee provides the Company his military LES.

# of Work Days	Employment Length
10 days	0 year > 2 years
20 days	2 years > 3 years
30 days	3 years > 4 years
40 days	4 years > 5 years
50 days	5 or more years

While performing duties as a military member, AOCE employees are prohibited from conducting Company business or activities.

## **ARTICLE 20 TRAVEL**

**Section 1 – Travel Pay.** Employees will be paid in accordance with a) and b) below when they are required to travel more than 25 miles, other than to the place of performance designated in Article 1, to perform duties for the Company.

- a. 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; and
  - 2) Actual travel time, up to eight (8) hours in the continental United States (CONUS) and up to sixteen (16) hours for international travel to include Alaska and Hawaii (OCONUS), by any conveyance; provided, however, that hours paid under 1) and 2) of this paragraph shall not be duplicative.
  
- b. 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. Travel time does not include any daily commuting time to and from the worksite. Should travel be necessary outside an employee's regular scheduled work day, the employee shall be paid in accordance with overtime rules as defined in Article 11.
  
- c. **Reimbursement Procedure.** Employees shall submit travel-related receipts and vouchers to the Company on voucher forms provided by the Company. Employees will be reimbursed within fourteen (14) business days of receipt of accurate and completed travel voucher packet. If travel voucher packet is not accurate and complete, reimbursement time will be delayed.

**Section 2 – Per Diem.** The Company will provide per diem as specified in the government Joint Travel Regulations.

## **ARTICLE 21 TUITION REIMBURSEMENT PLAN**

As an employee of the Company, employees are eligible to receive tuition assistance after they successfully completes their probationary period. The maximum allowance of tuition assistance provided to an employee is \$1,500 per calendar year. This plan applies to undergraduate and graduate courses. Courses must be pre-approved as appropriate to enhance the current or future contributions to the Company. Reimbursement will not be made for textbooks or other costs not classified as tuition costs.

To be eligible for tuition reimbursement, the employee must submit a receipt for the class or classes and documentation that indicates he was awarded a passing grade for the class. An employee that fails a class, receives an incomplete (and does not later receive a passing grade), or withdraws from a class without Company approval, will not be reimbursed for tuition. In exchange for this benefit, employees are committed to continued employment for a minimum of one (1) year from course completion. If employee voluntarily resigns within this period, Company will recoup the tuition reimbursement monies from his last paycheck.

## **ARTICLE 22 SUBSTANCE ABUSE**

**Section 1 – Drug and Alcohol Free Workplace.** The Company is committed to providing its employees with a safe workplace and an atmosphere that allows them to protect inventory and other assets placed in their care. Whenever use of alcohol or illegal substances interferes with a safe workplace, appropriate action will be taken. The possession, sale or use of illegal substances at the workplace or coming to work under the influence of alcohol or illegal substances shall be a violation of safe work practices and will be subject to disciplinary action, including possible dismissal.

Nothing in this policy is construed to prohibit the Company from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may be appropriate for actions of misconduct by virtue of their having arisen out of the use of alcohol or drugs or both.

**Section 2 – Employee Assistance.** The company agrees that any employee who voluntarily requests an opportunity for rehabilitation shall be allowed to seek assistance. Clearance and base access privileges may be temporarily suspended in accordance with government policy while the employee is in treatment. Upon successful rehabilitation and the reinstatement of his security clearance, the employee will be offered his position subject to the provisions contained in other sections of this agreement.

Any employee who reports to work and appears to be under the influence of drugs or alcohol may be directed by the Site Leader, Chief Pilot or Chief Sensor Operator (at their sole discretion) to submit to screening.

**ARTICLE 23  
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 24  
NON-DISCRIMINATION**

The Company and the Union agree not to discriminate against any employee covered by this Agreement because of race, color, religion, sex, age, veteran status, national origin, marital status, disability, sexual orientation, or gender identity with respect to all terms and conditions of employment. Claims of such discrimination will not be subject to the grievance and arbitration provisions of this Agreement. The Company and the Union agree not to unlawfully discriminate against or harass any employee because of membership in or non-membership in the Union.

**ARTICLE 25  
INSURANCE PLANS**

**Section 1 – Cash in Lieu** The Company will provide a Health & Welfare fringe or “Cash in Lieu” amount per hour for all hours paid to be used by the employee to purchase health and welfare benefits. Any unused monies will remain with the employee, unless otherwise required by Federal and State Laws. All issues such as eligibility, enrollment, and claims will be as specified in the plan documents.

Cash In Lieu	7/1/17	7/1/18	7/1/19
Rate for all hours	\$6.50	\$7.00	\$7.50

**Section 2 – Insurance Plans.** The Company shall provide employees (and their dependents) with the following benefit offerings should they opt out of Cash in Lieu:

- a. Group health insurance
- b. Group dental insurance
- c. Group vision insurance
- d. Group life and AD&D insurance
- e. Group short-term disability insurance
- f. Group long-term disability insurance
- g. Flexible Savings Account (Medical and/or Dependent Care)

Employees may accept or decline participation, at their discretion, immediately after hire and during annual open enrollment periods specified by the Company. The Company shall allow

employees subject to personnel actions to adjust their participation options immediately following such an action. All premiums, deductibles, fees, preconditions of participation, eligibility, and distribution of benefits (not otherwise dictated by this Agreement or by law) shall be governed by the Company's benefit plan documents.

## **ARTICLE 26 SAVINGS PLAN**

**Section 1 – Savings Plan.** The Company will continue to 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 per IRS guidelines. The Company will match employee deferrals of compensation of up to 100% of the first four percent (4%). Employees will continue to receive service credit under the 401(k) Plan for purposes of vesting and eligibility for their prior service with predecessor contractors. All conditions of participation, eligibility, and distribution of benefits will be governed by the 401(k) Plan document.

## **ARTICLE 27 PROMOTIONS**

**Section 1 - Qualification Upgrades.** The Company shall offer promotions and upgrades to current employees, all other things being equal, before seeking new hires or transfers to fill higher-paid vacancies unless available training resources will not support in-house upgrades. If two or more equally qualified employees are eligible for an upgrade and express an interest, seniority shall govern who is selected. An employee may refuse to accept an upgrade without prejudice. In such a case, the offer shall pass down to the next qualified candidate in order of seniority and the employee shall continue in their previous position. Employees shall continue to be paid the normal hourly wage for their old position while enrolled in upgrade training. They shall be paid the normal hourly wage for their new, upgraded, position after they are qualified.

**Section 2 – Open Positions.** The Company will email the Stewards the Job Description of all job openings prior to posting. (. The job opening will be open to bargaining unit employees for a minimum of three (3) work days before considering external applicants. Selection among internal applicants will be based on seniority and qualifications, with qualifications being the determining factor. An employee who is denied a bid will be given the reason for such denial in writing. The company will make all efforts possible to promote/transfer current employees first.

**Section 3 – Probationary Period.** Upgraded employees will be considered on probation in new positions for one hundred twenty (120) calendar days commencing with the conclusion of the upgrade training syllabus, successful completion of any required evaluations and successful review of training documentation. Upgrade pay shall commence upon with the conclusion of the upgrade training syllabus, successful completion of any required evaluations and successful review of training documentation. During this period, the Company may, at its discretion act to reclassify the employee to their former occupation if determined, by the Site Leader or his designee, that the employee is not meeting the qualifications for that job classification. Failing to pass USAF evaluations and/or tests to advance to a new job classification is exempt from the grievance and arbitration procedures in Article 5.

## **ARTICLE 28 SECURITY**

**Section 1 – Union Recognition.** The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the government.

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

**Section 2 – Security Clearances.** It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work, and that denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.

**Section 3 – Release of Liability.** It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States government.

**Section 4 – Seniority Reinstatement.** The Company will 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 29 SAFETY**

**Section 1 - Health and Safety.** The Company will continue to make reasonable provisions to ensure the health and safety of employees.

**Section 2 - Safety Equipment.** The Company will provide to bargaining unit employees such personal protection equipment that the Company requires to be worn.

## **ARTICLE 30**

### **- DISCHARGE AND DISCIPLINE**

**Section 1.** The parties agree that they will cooperate to foster a motivated and efficient workforce. Maintaining discipline is an essential element of this effort. The Company will retain the right to discipline employees by discharge, suspension, or other action. No disciplinary action will be taken without just cause.

**Section 2.** In all cases of verbal and/or written counseling, the Site Leader will notify the Steward that a disciplinary meeting will occur and permit the Steward to attend the meeting if the employee so requests. The Site Leader or the Employee may request to have the employee's Steward present at the meeting, whenever practical. The Steward will be given time to meet with the employee prior to meeting the Site Leader, if practicable. If the employee does not request a Steward be present in the counseling meeting; the Union Business Representative will be notified in writing, after the fact, so that he/she may offer assistance to the employee.

**Section 3.** When an employee is to be given corrective discipline, the principles of progressive discipline will be applied, unless the offense is so egregious that it may require an advance in step (with "Just Cause") as follows:

**Step 1 Verbal Counseling Documentation.** Any record of verbal counseling will be retained in the Employee's Personnel file indefinitely. Shall not be utilized for progressive discipline after six (6) months.

**Step 2 Written Warning.** Any record of written warnings will be retained in the Employee's Personnel file indefinitely. Shall not be utilized for progressive discipline after twenty-four (24) months.

**Step 3 Termination.**

**Section 4. Administrative Leave/Suspension.** An employee may be placed on paid or unpaid administrative leave to allow the Company to conduct an investigation into a complaint or incident involving the employee. An employee may be suspended in accordance with the standard remedies used for documented security violations. Additionally, a suspension may be used in conjunction with a written warning when the situation so warrants following an investigation of wrongdoing.

**Section 5. Termination.** Both parties agree that the termination meeting and process will be handled solely by the Company. The Steward(s) will be notified in writing immediately before an employee is terminated.

**Section 6.** It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued within ten (10) work days following constructive knowledge by the Company of the occurrence of the alleged violations. The above specified time limit may be extended by written mutual agreement of the parties.

**ARTICLE 31  
ANNUAL FAA MEDICAL EXAMS**

The provisions of this section only apply to employees who are required to hold an FAA Flight Medical Certificate to perform their job. The Company shall reimburse employees the full cost of annual FAA Flight Physical exams FAA medical exams may be completed during normal working hours at a time that is scheduled by mutual agreement between the Company and the employee. In such case, the employee shall be paid normal wages for all work time missed. Employees must submit a receipt for the cost of their medical exam directly to the Company for reimbursement within 30 days of the exam date.

**ARTICLE 32  
LOSS OF MEDICAL QUALIFICATION**

If employees lose their medical qualifications, they shall remain in their current positions performing duties as assigned and continue to earn their regular wages for a period of up to ninety (90) days while they attempt to regain their qualifications. After the ninety (90)-day period has elapsed, the Company shall review on a case-by-case basis to evaluate future employment status based on ability to regain medical qualification.

**ARTICLE 33  
NONBARGAINING UNIT PERSONNEL**

Salaried nonbargaining unit employees of the Company's Gray Butte Facility shall not perform any bargaining unit work which the Company selects to perform within this site as described above except as noted by the following conditions of this section. Salaried nonbargaining unit employees of the Company, including supervisors, may perform bargaining unit work

- (1) during emergencies (defined as fire, flood, explosion, or other danger to life, limb, or property arising out of conditions beyond the control of the Company),
- (2) while instructing employee(s) with the employee(s) present,
- (3) While evaluating employee(s) with the employee(s) present (after all Bargaining Unit SEFE's have been exhausted)
- (4) during experiments by professional employee(s) (with academic, scientific or engineering degrees) working in conjunction with bargaining unit employee(s),
- (5) when working in conjunction with bargaining unit employees in designated research and development areas,
- (6) when such work is de minimis in nature or.
- (7) when a bargaining unit employee is not available
- (8) to maintain currencies.

This section shall not be construed to detract from the supervisor's responsibility for properly discharging his/her responsibility as a supervisor.

The Company agrees that none of the circumstances as listed above will cause any bargaining unit employees to be laid off, displaced or denied earning opportunities.

**ARTICLE 34**  
**DURATION**

Upon ratification, this Agreement will be in full force and effect July 1, 2017, to and including July 1, 2020, and will continue from year to year thereafter unless written notice of desire to negotiate changes or revisions or terminate this Agreement is served by either party shall, no more than ninety (90) days and least sixty (60) days prior to anniversary date hereof, notify the other party of a desire to negotiate the current contract. The parties shall mutually agree to meet at mutually agreed upon schedule after receipt of such notice for the purpose of negotiating a new agreement.

No agreement, wavier, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representative this 18th day of July 2017.

AGREEMENT BETWEEN  
ALPHA-OMEGA CHANGE ENGINEERING, INC.  
GRAY BUTTE, CA

AND

THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS  
AND  
AEROSPACE WORKERS, AFL-CIO  
DISTRICT LODGE 725, LOCAL LODGE 25

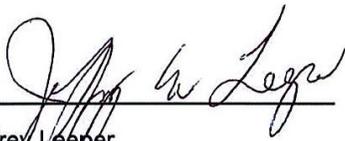
EFFECTIVE: JULY 1, 2017

Alpha-Omega Change Engineering

International Association of  
Machinists & Aerospace Workers

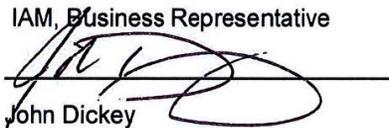
Gray Butte

District Lodge #725  
and Local Lodge #25

  
\_\_\_\_\_  
Jeffrey Leeper  
Chief Operating Officer

  
\_\_\_\_\_  
Richard Dees  
IAM, Area Director/Business Representative

  
\_\_\_\_\_  
Steven Van Wie  
IAM, Business Representative

  
\_\_\_\_\_  
John Dickey  
IAM, Negotiator

  
\_\_\_\_\_  
Juan Abado  
IAM, Negotiator