

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN

ALPHA-OMEGA CHANGE ENGINEERING, INC.

(KDAM-ATARS), Kirtland AFB

AND

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
AFL-CIO

LOCAL LODGE 794  
ALBUQUERQUE, NEW MEXICO

AT  
ALBUQUERQUE, NEW MEXICO



Jobs · Security · Prosperity

Effective October 1, 2017 to September 30, 2020

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THIS AGREEMENT, dated this 23<sup>rd</sup> of August 2017 by and between Alpha-Omega Change Engineering, Inc. (hereinafter called the "Company"), and the International Association of Machinists and Aerospace Workers, AFL/CIO, and it's Local Lodge No. 794 (hereinafter called the "Union"), for the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions

WHEREAS, the Union is the exclusive bargaining agent for the employees of the company, and

WHEREAS, the Union and the Company have negotiated a Collective Bargaining Agreement covering wages, hours and other conditions of employment, and

WHEREAS, the parties desire to reduce the agreement to writing,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1 Union Recognition**

The Company recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all Company employees of the bargaining units involved in the Kirtland Davis-Monthan Andrews Moody--Aircrew Training and Rehearsal System (KDAM ATARS) Contract for Kirtland Air Force Base, NM, as described in the certifications issued by the National Labor Relations Board.

Except as otherwise clear from the context, the term "employees" as used in this Agreement means employees in the bargaining unit.

In the event that work currently performed by the bargaining unit is transferred to another Company entity at Kirtland AFB, the same terms and conditions of the Collective Bargaining Agreement will apply as prescribed by law.

### **Section 1.2 Bargaining Units**

- a) The Employer and Union agree that the employees covered by the agreement shall consist of the Contract Instructor classifications set out in this agreement employed by the Employer as described in the certification issued by the National Labor Relations Board Case #28-RC-5894 dated November 20, 2000.

Effective August 31, 2013, employees classified as a Subject Matter Expert and covered by the agreement shall also be considered a part of this unit.

- b) The Employer and Union agree that the employees covered by the agreement shall consist of the Training Support Analyst, classification on the contract for Kirtland Air Force Base, NM set out in this agreement employed by the Employer as described in the certification issued by the National Labor Relations Board Case #28-RC-6767 dated September 9, 2011.

### **Section 1.3 Exclusion**

Specifically excluded from this agreement are all other Company employees including office, clerical employees, professional employees, guards, and supervisors as defined in the act.

### **Section 1.4 Agency Shop**

Each employee covered by this Agreement shall be required, as a condition of employment, beginning 31 days after the date of hire to either become a member of the Union or, at a minimum, pay the Union monthly service charge for the administration of this agreement and bargaining and/or representation under the Grievance Procedure including arbitration. Such monthly service charge for non-members will be paid within the time constraints set forth for members under Article 1, Section 1.5.

In the event an employee, who as a condition of continued employment is required to become a member of the Union or provide a monthly service charge, but in any such case does not do so, the Union will notify the Company in writing and through the Company manager of such employee's delinquency. The Company agrees to advise such employee that his employment status with the Company is in jeopardy and that failure to meet his obligation within 30 calendar days will result in termination of employment.

### **Section 1.5 Check-off**

During the existence of this Agreement, the Company, insofar as permitted by State and Federal Law, shall deduct out of current net earnings payable to an employee covered by this Agreement, Union dues, initiation fees and reinstatement fees upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee.

In making deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Secretary-Treasurer of Local Lodge 794 of the amount of money due to the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to deduct dues, initiation fees and reinstatement fees from the employee's paycheck and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union. The Company will execute changes to dues identified by the Union within 30 days of notification.

The Company shall deduct a percentage of the union dues from each of the employees' paychecks. The percentage will be based on the number of paychecks per month payable by the employee to the union. The Company shall remit all amounts to the Union on the 20th day of the month after the deductions are made.

For the purpose of implementing the payroll deduction described in this Article, the "authorization form" attached as "Attachment 1" will be used.

## **ARTICLE 2 - RIGHTS OF MANAGEMENT**

### **Section 2.1 Rights of Management**

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, which are not in conflict with the terms of this Agreement; 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 cause; and otherwise to take such measure as management may determine to be necessary to the orderly, efficient or economical operation of the business.

### **Section 2.2 Company Authority**

It is understood and agreed that any of the powers and authority 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 2.3 Non-Discrimination**

All terms and conditions of employment included in the Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, sex, or the presence of a handicap. If administration and application of the contract is not in contravention of Federal Laws, such administration shall not be considered discrimination under this Section.

Section 1: Neither the Company nor the Union shall discriminate against, or in favor of any employee in the bargaining unit with respect to the application of the terms of this Agreement on the basis of race, ethnicity, religion, color, sex, pregnancy, sexual orientation, gender identify or expression, national origin, age, military veteran status, ancestry, marital status, family structure, genetic information, or mental or physical disability so long as the essential functions of the job can be performed with or without reasonable accommodation.

Section 2: Neither the Company nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the Company nor the Union shall discriminate against any such employee because of membership or non-membership in any employee organization.

Section 3: Notwithstanding any other provision of this Agreement, a grievance alleging a violation of this Section shall be subject to the grievance procedure and arbitration of Section 5.2 – 5.8, Grievance Procedure and Arbitration, only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section shall be subjected to the grievance procedure and arbitration under this Agreement.

Section 4: References in this Agreement to the masculine gender shall include the feminine gender.

## **ARTICLE 3 – NO STRIKE/NO LOCKOUT**

### **Section 3.1 Peaceful Orderly Relations**

It is the intent of the parties, in the interests of attaining a peaceful, orderly relations and efficient, uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the exclusive procedures through which the Union, the Company, and the employees shall resort to secure redress for grievances arising from this Agreement.

### **Section 3.2 Interference with Company Operation**

The Union shall not cause nor permit its members to cause, nor shall any member of the Union take part in any strike, work stoppage, sit-down strike, stay-in, sympathy strike or slowdown in any Company location or any curtailment of work or restriction of production or interference with the operations of the Company.

### **Section 3.3 Unauthorized Strike**

The Union shall not cause nor permit its members to cause, nor shall any member of the Union take part in, any strike of any of the Company's operations, or non-informational picketing of any of the Company's plants or premises.

### **Section 3.4 Discipline for Unauthorized Strike**

Any employee found guilty of violating this Article may be discharged or subject to other disciplinary action as the Company may consider appropriate subject to the grievance procedure outlined in Article 5.

### **Section 3.5 Lockouts**

The Company shall not authorize or direct a lockout during the period this Agreement is in effect.

## **ARTICLE 4 - UNION REPRESENTATION**

### **Section 4.1 Union Representation**

The Union shall inform the Company in writing of the names of its Stewards, Officers and Representatives who are accredited to represent it. The Company recognizes and will work with accredited Union Representatives to resolve differences that may occur from time-to-time with respect to the terms and conditions of this Agreement.

- a) Union Representatives. With prior notice, representatives of the International Union and Local Lodge No. 794, or their designee shall be admitted to Company-occupied premises where employees in the unit are assigned, for purpose of investigating grievances and to ensure the compliance with the Agreement.
- b) Shop Stewards. The Union will provide the Company the names of the designated Shop Stewards as follows:

Contract Instructors – 4

Training Support Analyst – 2

Additional designated alternates shall act only in the event a Shop Steward is unavailable. An employee while serving as a Steward shall not be transferred or loaned from his site of jurisdiction so long as employees remain in the jurisdiction for which he is designated as Steward. If a Steward, for reasons other than temporary absence, becomes unable to fulfill his duties, resigns, quits or is otherwise terminated or discharged from employment, a replacement will be designated by the Union within five (5) working days.

- c) Duties of Stewards. Steward duties involve gathering information on alleged violations of the Agreement and processing grievances. Each Steward, upon approval of the Company Manager, shall be authorized to devote up to four (4) hours per workweek to perform steward duties without loss of pay. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or conflicts with critical site operations. The Union agrees that the “time off without loss of pay” privilege provided pursuant to Steward Duties shall not be abused. It is also agreed that, to the maximum extent possible, such steward duties shall be conducted in such a manner so as to not interfere with operating requirements. The amount of time to perform Steward duties without loss of pay may be extended by management at the request of the Steward if special circumstances arise.

### **Section 4.2 Union Bulletin Boards**

The Company will provide a bulletin board for the posting of Union notices. Only notices pertinent to the Union at the ATARS II facility (notices concerning Union meetings, Union elections, results of Union elections, etc.), which have been authorized by a designated Union official, will be posted. Notices must be given to and approved by the Company's Manager, or his designee, prior to posting. Union notices will not be unreasonably denied.

### **Section 4.3 Agreement Booklets**

The Company shall provide each employee covered by this Agreement a copy of the Agreement within sixty (60) days of final Union acceptance. New hires shall be provided a copy of this Agreement upon their acceptance in the Company.

### **Section 4.4 Leave of Absence for Union Business**

Any employee can request, by written application, a leave of absence without pay, not to exceed four (4) years, when elected or appointed to perform official Union business. Employees can also request leaves of absence for other Union activity such as, but not limited to, attending Union Schools, conventions and functions. The maximum number of employees that may be on leave for union business at any given time is as follows:

Contract Instructor Unit - 4

Training Support Analyst – 2

### **Section 4.5 Company to Union**

The Company shall formally notify the appropriate union steward prior to any informal/formal meetings where wages and benefits or any other topics are discussed with union members that may affect the CBA.

## **ARTICLE 5 – GRIEVANCES**

### **Section 5.1 Definition of a Grievance**

A grievance is a dispute between the Company and the Union as to the interpretation, application, or violation of any term or provision of this Agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance promptly in accordance with the following procedure. Each party acknowledges that it is in the best interest of both parties to settle disputes at the lowest possible level.

Time limits in this grievance and arbitration procedure may be extended through mutual written agreement. Furthermore, notwithstanding any provision of Section 5.2, in any and all cases where disciplinary action, whether oral, written or otherwise, is contemplated to be taken by management, a Steward will be notified.

### **Section 5.2 Grievance Procedure**

Step 1. Oral Discussion. The employee should first discuss his grievance with the supervisor of his section. If the supervisor, in collaboration with the Shop Steward, considers the grievance to be valid, then the employee and the Steward will contact the Manager (the Company) and attempt to settle the dispute at that time. An

Employee may contact the company directly if he so chooses. If the purpose of the employees' contacting the company is to adjust the grievance, the Steward shall be given the opportunity to be present, and such adjustment shall be in conformity with this agreement. Grievances shall be brought to the Company within ten (10) working days of when the employee had knowledge of the grievance.

Step 2. Grievance Reduced to Writing. If no settlement is reached in Step 1, the Steward may, within ten (10) working days, reduce to writing a statement of the validated grievance or complaint. This statement, attested to by signature of the grievant, must contain the following:

1. The facts upon which the grievance is based;
2. Reference to the section or sections of the Agreement alleged to have been violated (Step 2 will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation);
3. The remedy sought.

The Steward shall sign and submit the written statement of grievance through the section Lead to the Company Manager for his consideration, with a copy to the Company Program Manager. After such submission, the Company and Steward may within the next ten (10) workdays, unless mutually extended, conduct a meeting or teleconference to settle the written grievance and over their signatures, indicate the disposition made thereof. If no equitable solution can be reached after such discussion, the Company and the Steward shall indicate over their signatures, that a settlement has not been reached.

Step 3. Written Grievance Handling at Union Representative-Company Representative Level. If no settlement is reached in Step 2 within the specified or mutually extended time limits, the Union Representative or his designee may, within ten (10) working days, submit

the grievance to the Human Resource Manager of the Company. After such submission, the Human Resource Manager of the Company and the Union or designee thereof, shall, within the next ten (10) work days, unless mutually extended, conduct a meeting or teleconference to settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10) work day period, or mutually agreed extension thereof, the Human Resource Manager of the Company and the Union or designee thereof, shall sign the grievance and their signatures will indicate that the grievance has been discussed and reconsidered by them and that a settlement has not been reached.

Step 4. Arbitration. If no settlement is reached in Step 3 within the specified or mutually extended time limits, then either party may, in writing within ten (10) work days thereafter, request that the matter be submitted to an arbitrator. The arbitrator shall have the authority to decide and rule on alleged violations of the National Labor Relations Act raised through the grievance process as a result of a deferral of an unfair labor practice charge by the National Labor Relations Board to the grievance process.

### **Section 5.3 Dismissal, Discharge, or Suspension or Involuntary Resignation**

In cases of dismissal, discharge, or suspension for cause, or involuntary resignation, the employee shall be given a copy of the suspension, or termination of service, as the case may be, if he is available to be presented with such copy. If he is not available, copies will be sent to the employee and to the Union office via registered mail. The employee shall have the right to appeal the action shown providing the Union files a written grievance with the designated representative of the Company within ten (10) work days after the date of the receipt of the notification of discharge, dismissal, or suspension for cause or involuntary resignation. Written grievances processed under this section will be submitted directly to Step 3 of the grievance procedure.

### **Section 5.4 Policy Grievances**

Policy grievances shall begin with Step 3 and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievances shall be submitted in writing to the designated 3rd step representative, and shall contain the following:

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

The grievance shall be signed by the designated 3rd step representative. If no settlement is reached within ten (10) workdays, unless mutually extended, from the submission of the grievance, both sides shall sign the grievance and indicate that it has been discussed and considered and that no settlement has been reached. Within ten (10) work days thereafter, either party may submit the grievance to an arbitrator.

### **Section 5.5 Selection of Arbitrator**

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

### **Section 5.6 Arbitration – Rules of Procedure**

Arbitration pursuant to Step 4 shall be conducted in accordance with the following:

- a) The arbitrator shall hear and accept pertinent evidence submitted by both parties and be empowered to request such data as he deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days exclusive of weekends and recognized holidays, unless mutually extended at the completion of the hearing.
- b) The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration and such decision shall be binding on both parties.
- c) The arbitrator shall rule only on the basis of information presented in the hearing before him and shall refuse to receive any information after the hearing except when there is mutual agreement, in the presence of both parties.
- d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The parties may submit written briefs within a time period mutually agreed upon. Such agreements of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
- e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- f) Both the Union and Company hereby mutually agree to share, on an equal basis, the arbitrator's fees and reasonable expenses.
- g) The total cost of the stenographic record (if requested) shall be paid by the party requesting it. If the other party also requests a copy, that party will pay one half of the stenographic costs.

### **Section 5.7 Agreement Not to be Altered**

The arbitrator shall have only the authority to interpret and apply the provisions of this written Agreement. The arbitrator has no power to add to, detract from, or change in any way the provisions of this Agreement, or to establish new terms and conditions of this Agreement. Neither party has the right to request arbitration on any subject matter not specifically covered in this written Agreement.

**Section 5.8 Conference During Working Hours**

Conferences between representatives from the Company and Union that are mutually agreed to shall be held during paid working hours.

## **ARTICLE 6 – SENIORITY**

### **Section 6.1 Probationary Employee**

For Contract Instructors, the probationary period is defined as a new employee during the first 180 days of employment and achieves certification to conduct training and/or classroom events in accordance with guidelines established in Article 7, Section 7.1. All other employees shall be considered probationary employees for the first 90 calendar days of employment. The probationary period may be extended by mutual agreement between the Company and the Union. Employment of probationary employees is at the sole and absolute discretion of the Company. An employee terminated for any reason during the probationary period has no mandatory seniority, recall or reinstatement rights. The Company may terminate or transfer probationary employees at its discretion and such actions are not subject to the Grievance Procedure.

### **Section 6.2 Application of Seniority**

For the purpose of operating under this Agreement, employees shall be entitled to seniority in their respective Bargaining Unit in accordance with their date of hire into their Bargaining Unit in the KDAM (or any predecessor program), herein called seniority date. The most senior employee (i.e. employee with the earliest prior contract service date of hire at Kirtland AFB, NM) shall be listed at the top of the Bargaining Unit Seniority List and the least senior employee shall be listed at the bottom of the Bargaining Unit Seniority List. All other employees shall be listed on the Bargaining Unit Seniority List in descending order based upon their prior contract service date of hire at Kirtland AFB, NM. Employees hired into the Bargaining Unit subsequent to this agreement shall be assigned a seniority date based on date of hire, or if hired on the same date, be assigned seniority based on the last four digits of their SSN – larger SSN number is more senior on the list.

It is recognized that CI's are/were hired based on customer pre-requisite qualifications specific to airframe, whether flightline or academic, and crew position expertise. Accordingly, the CI seniority is based upon seniority date and organized by airframe, with academic or flightline treated as separate airframes, and crew position would have the widest applicability. Within this context, and considering scheduling and training flexibility, this airframe/crew position seniority date list would be utilized to establish first rights of refusal in the determination of, but not limited to, training opportunities, advancement (i.e. to Lead) and layoffs/recall. If an instructor is hired to a new airframe, or to or from the flightline, their seniority date resets to the bottom of the list for that airframe. If movement to a new airframe is due to lack of work or loss of positions, seniority will reset to the bottom of the list for that airframe. If returning back to the original airframe filling an open position, seniority will revert to original airframe date. In the event more than one collective bargaining member is hired into a new airframe on the same date, site hire date will determine airframe seniority. In those instances that are non-specific to airframe and/or crew position qualifications, such as for CRM or IRC instructor opportunity, the site-wide seniority list would be applicable. Employees-entering a new program and designated as initial cadre will retain their original Company hire date for seniority purposes. Any employees subsequently deciding to enter a new program will assume that date as a new hire date for lay-off/recall, PTO, training opportunities (specific to the

airframe), and advancement provisions. They will however, maintain their original Company hire date for non-airframe specific matters.

### **Section 6.3 Additional Training/Qualifications**

The opportunity for any additional training/qualifications will be afforded to the most senior employee possessing the qualifications for the position. Qualifications for any new positions shall be determined by the Company based on requirements mandated by the Customer. Should training needs dictate, such additional training/qualification opportunity will be offered to the most senior qualified instructor.

### **Section 6.4 Layoff and Recall Procedures**

Employees will be laid off due to lack of work and recalled based on the seniority principles of Section 6.2. If there are no senior employees volunteering for lay-off, layoffs shall occur in the following order based on seniority in accordance with Section 6.2: probationary employees, casual part time employees, regular part time employees, full time employees.

Contract Instructors notified of lay-off shall have the ability to bump into a SME position in the same type of airframe in which they currently instruct (Fixed Wing, Rotary Wing, or Tilt Rotor) at the SME rate provided he/she has greater seniority than the SME subject to being bumped.

Employees in the workforce, who have established seniority and are laid off through no fault of their own, will be recalled to the work force within a two-year period as openings occur. When the laid off individual is recalled, he shall be placed on the seniority list based on his original seniority date, if not laid off for more than two years.

### **Section 6.5 Additional Qualifications**

a) An additionally qualified employee is defined as:

- 1) An instructor certified and current to instruct in two of the following aircraft types: HC-130P/N, AC/HC/MC-130J, HH-60, UH-1, CV22, or subsequent aircraft types assigned to Kirtland AFB, NM.
- 2) An Academic Platform Instructor who is certified and current to instruct in one of the aforementioned aircraft types.
- 3) Any additional qualifications requiring certification that may be assigned during the course of this Agreement, must be discussed and coordinated with the Company and Union.
  - i. Additional qualifications shall not be the cause for reduction in force or to displace other Bargaining Unit members from their regularly assigned work.
  - ii. Such utilization will be limited to a period of sixty (60) days, (per employee) in a calendar year unless mutually agreed upon by the Union and the Company.

## **Section 6.6 Job Opportunity and Preference**

1. **Job Posting.** Job vacancies shall be posted on the Company's electronic job requisition website or successor platform and bulletin boards, for a period of not less than five (5) working days prior to considering outside applicants. An e-mail will be sent to all Union stewards identifying the requisition number for the vacancies 1-day prior to posting internally as they become available.
2. **Instructor Openings.** For any Instructor Openings, the Company shall follow the following process for filling the vacancy:
  - a. An Instructor applicant who meets the Government requirements for the position as defined in the Performance Work Statement (PWS) shall be offered the position. If more than one Instructor applicant meeting the PWS requirements applies, the most senior applicant shall be offered the position.
  - b. If no Instructor applicant meets the PWS requirements, or if the selected Instructor applicant transfers back to his/her prior position as a result of the 13-week Proving Period, then the Company may hire an external applicant who meets the PWS requirements.
  - c. If no external applicants meet the PWS requirements, then the Company shall offer the position to the most senior Instructor applicant.
  - d. If the selected Instructor applicant pursuant to paragraph 2(c) fails to make satisfactory progress and transfers back to his/her prior position as a result of the 13-week Proving Period, then the Company shall offer the position to the next senior Instructor applicant.
3. **Other openings.** Any employee who meets the minimum qualifications as outlined in the job posting for an open job requisition shall be moved into the open position by seniority. Should there be no qualified internal candidates the company may hire an external applicant. The word employee in this provision also includes all laid off employees with recall rights.
4. **Proving Period.** Contract Instructors who transfer to a new MDS shall have a thirteen (13) workweek trial period to demonstrate satisfactory performance in the new assignment. The Company, in its sole discretion, may transfer the employee back to the position last held by the employee if the Company determines the employee is not performing satisfactorily in the new assignment. Upon transferring back to the prior assignment, the employee will receive the applicable rate of pay for that crew position and will maintain his MDS certification date for his prior assignment. If a surplus is created by this action, layoff provisions of Section 6.2 and 6.4 shall apply.

## **Section 6.7 New or Revised Bargaining Unit Jobs**

When new or revised bargaining unit jobs are anticipated, the Company will notify the Union of the requirement. Specific job tasks and rates of pay will be discussed and coordinated with the Union prior to establishing any new or revised work.

### **Section 6.8 Loss of Seniority Rights**

Seniority rights shall be forfeited and the employee shall be deleted from the seniority lists when an employee:

- (1) Resigns.
- (2) Is discharged for cause.
- (3) Absence in excess of five (5) consecutive working days without notification shall constitute RESIGNATION unless satisfactory evidence of inability to report for work is shown.
- (4) Is laid off in excess of twenty four (24) months due to lack of work.
- (5) Fails to return to work within ten (10) days of a recall notice for any position open within the original bargaining unit unless a satisfactory reason is given, but not to exceed 30 calendar days.
- (6) Accepts other employment while on an approved leave of absence without prior permission from management.
- (7) Whose security clearance has been revoked and not reinstated.

### **Section 6.9 Recall Notice**

An employee shall be recalled by certified mail, return receipt requested, mailed to the employee's last known address of record. The postmark on the return receipt requested shall be the date of notification of recall.

### **Section 6.10 Management Seniority**

Any management personnel or any employee from the bargaining unit who accepts a management position in the future shall not continue to accrue seniority for all purposes under the provisions of this Collective Bargaining Agreement.

### **Section 6.11 Seniority List**

For the Training Support Analyst bargaining unit, the Company shall maintain separate seniority lists, which shall be updated and provided to the Union at the beginning of each new quarter of the calendar year, signed and dated by the parties for verification. The seniority lists are based on provisions described in Section 6. 2.

For Contract Instructors, the Company shall maintain the airframe seniority list, and it shall be updated and provided to the Union at the beginning of each new quarter of the calendar year, signed and dated by the parties for verification. The Contract Instructor seniority list is based on the airframe job classifications identified in Appendix A.

### **Section 6.12 Change in Airframe**

By mutual agreement, notwithstanding Section 6.5 of this Agreement, in the event of a change in Airframe, including but not limited to the introduction of a new Airframe, change in Airframe, or elimination of an Airframe (anticipated, pending, or actual), the Company shall have the right to utilize instructors on multiple Airframes. Prior to doing so, the Company shall 1) notify the Union of the change; 2) present the Union with a detailed Instructor Utilization Plan which must include an anticipated time frame for the multi-

Airframe utilization; and 3) meet with the Union to discuss and receive input from the Union regarding the Utilization plan.

## ARTICLE 7 – COMPENSATION

### Section 7.1 Wages

- a) The basic hourly rates listed in Table 1 will be paid to all qualified instructors and all other employee classifications. The wage table for instructors will include pilots/navigators/EWOs/flight engineers/CSOs/Special Mission Aviators, Mission Information Managers, and loadmasters/AMSS. Personnel who have completed a probationary period and who have met customer certification requirements will be considered qualified instructors.

Effective October 1, 2013, a Subject Matter Expert (SME) classification shall be established. SMEs are a separate and distinct job classification from Contract Instructors for the purposes of this Agreement. It is hereby agreed that no Contract Instructors shall be involuntarily moved into a SME position or laid off directly as a result of the creation of a SME position.

	10/1/2017	10/1/2018	10/1/2019
<b>Position</b>			
Contract Instructor	\$63.00	\$65.05	\$67.16
Subject Matter Expert	\$44.20	\$45.64	\$47.12
Training Support Analyst	\$26.80	\$27.67	\$28.57
<b>Additional Pay</b>			
H&W	\$7.00	\$7.25	\$7.50
SQP – Evaluator (additive)	\$2.00	\$2.00	\$2.00

- b) Probationary Employees. Probationary employees will receive 90% of their wage rate for the duration of the probationary period. Pay adjustments will be effective the first full pay period following the completion of the probationary period. The Company may waive the probationary pay for qualified rehires or employees who complete certification requirements prior to the end of the probationary period.

- c) Definitions:

- (1) Base Pay. The basic hourly wage paid to an employee in a given job classification, upon hire, regardless of qualification.
- (2) Normal Hourly Wages. The sum of an employee's Base Pay + Health & Welfare fringe + SQP (if applicable), paid each hour worked.
- (3) Position. A job within a given job classification that requires a specific set of qualifications to meet contractual requirements.

- (4) Certified. Recognized (via Government or Company Evaluation) as possessing the required qualifications, for a position, to meet contractual requirements.

### **Section 7.2 Employee Medical/Dental Premium and Opt-Out Options**

Members will be paid Health & Welfare (H&W) Fringe, IAW the wage table (Section 7.1), for the purpose of purchasing medical, dental, vision, life, accidental death & dismemberment, long-term disability and short-term disability insurances either through the company offered plans or plans of their choosing. It is understood that required coverages by the federal, state, or any other locality are solely the employee's responsibility for ensuring minimum coverages as required by law. Full-time and regular part-time employees will receive the H&W hourly fringe benefit IAW the wage table.

### **Section 7.3 Familiarization Training Flights for Contract Training Instructors**

Employees that are authorized by the Company to observe on training flights will be paid at 1.5 times their base pay for the period beginning at mission show time and ending at the completion of the mission debrief. All required special equipment and clothing will be provided by the Company at no cost to the employee. As a Company incentive, the employee will receive a Flight Incentive Day Off (8 hours PTO) into the employee's Pro account.

### **Section 7.4 Travel**

Employees will be reimbursed for lodging, airfare and mileage according to the Company travel policy. The Company will provide travel/accident insurance. Employees will be paid local area per diem in accordance with Federal rates. 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, a minimum of eight hours in the continental US and a minimum of 16 hours for International travel to include Alaska and Hawaii, by any conveyance; provided, however, that hours paid under 1) and 2) of this paragraph shall not be duplicative.
3. Bargaining unit members in travel status will earn their current wage rate or destination wage rate, whichever is higher.

On the days of travel to and from a temporary work site the travel time commence when the employee departs home/hotel and cease when the employee reaches home/hotel. Travel times does not include any daily commuting time to and from the worksite. Should travel be necessary outside an employee's normal duty work shift, the employee shall be paid in accordance with overtime rules as though they were at their normal duty location.

Employees shall submit travel related receipts as vouchers to the Company (on voucher forms provided by the company). The Company shall pay employees from travel during the next available par period (provided the Company received the employee's receipts and vouchers before the timesheet submission deadline for that pay period).

### **Section 7.5 Shift Premium**

An employee scheduled for a shift that does not start between 5:00 a.m. and 2:00 p.m. will receive a shift premium of \$4.00/hour.

### **Section 7.6 Call Back**

An employee called back to work will be paid at 1.5 times his/her regular straight time rate, or for four (4) hours at the straight time rate, whichever is greater.

### **Section 7.7 Overtime**

1. Overtime at 1.5 times the base rate will be paid for time in excess of forty (40) hours paid in a workweek.
2. Time and a half (1.5) plus holiday pay shall be paid to any employee required to work on a designated holiday.
3. There shall be no duplication or pyramiding of overtime payments.
4. Overtime at 1.5 times the base pay rate will be paid for hours worked on the first and second scheduled day off.
5. Overtime will be offered in order of airframe seniority. Once an employee accepts the overtime, the next overtime opportunity must be offered to the next junior member. If an employee declines the overtime opportunity (in descending order of seniority, with no member being offered an opportunity twice in one cycle), then the overtime will be offered to the next junior employee. If there are no volunteers as offered in order of seniority, overtime will be mandated from the most junior to most senior with no employee working mandatory overtime twice prior to the cycle resting. Once overtime is offered or mandated through the seniority list, then the cycle is reset.

### **Section 7.8 Leads**

The term Lead does not designate a job category but identifies an employee whose assigned duties are to assist Management in scheduling work and is responsible for instructing and aiding a group of employees. The Lead will be required to perform technical evaluations, assist Management in maintaining a smooth flow of work, and maintain records. The Lead may be required to report to Management the reason for failure to maintain the flow of work. The Lead will be appointed at the Company's discretion and will receive an additional \$2.00 per hour above their regular hourly rate.

\*If the Lead also holds the Evaluator position, he is not entitled to both pays.

## **ARTICLE 8 - HOURS OF WORK, OVERTIME**

### **Section 8.1 Regular Workweek**

- a) The normal workweek consists of one hundred sixty eight (168) consecutive hours beginning at 12:01 a.m. Monday and ending at 12:00 midnight the following Sunday. The regular workweek shall consist of five (5) consecutive 24-hour periods, hereafter referred to as regular workdays. For the purposes of this Agreement, the regular workweek shall be designated Monday through Friday.
- b) The regular workweek will only be altered if the Air Force requires additional operational capability. Such customer requirements will be provided to the Union. The Company will discuss and coordinate with the Union any changes to the normal workweek prior to implementation.
- c) An employee assigned to an altered regular workweek will receive 75 cents (\$0.75) per hour above the employee's straight time wage rate.
- d) With the concurrence of the Company Manager (or his designee) employees on a regular schedule may alter their daily work schedule to complete forty (40) hours in less than five (5) days.
- e) It is not the intention of the Company to reduce the regular 40-hour workweek as a result of this Collective Bargaining Agreement.

### **Section 8.2 Regular Workday**

The "Regular Workday" is from 0600 to 2400. In all cases, the first regular workday in a workweek begins at the time the workweek begins.

### **Section 8.3 Meal Periods**

Employees are authorized a minimum of thirty (30) minute non-paid meal period per regular workday. The beginning time for this meal period is variable, based on the workday of the individual employee. Employees shall not perform work during their authorized meal period unless authorized by the Company Manager. Contract Instructors who are scheduled to work through normal meal times are exempt from this policy.

### **Section 8.4 Work Shifts**

For employees in the Instructor bargaining unit, all employees will comply with daily work schedules and/or any subsequent changes to these schedules. Employees will adjust their workday based on the daily KDAM training schedule to be published each day prior to 4:00 p.m. Employees will not be scheduled to work within thirteen (13) hours of their previous workday ending time without their concurrence. Employees are authorized one-hour preparation time prior to the beginning of the first scheduled class.

For employees in the Training Support Analyst bargaining unit, Employees will be assigned to work one of three shifts; all employees will be given a minimum of one (1) week's advance notice of a change in their work schedule.

### **Section 8.5 Compliance With Company Policies**

Any employee not complying with Company Policy or training events, as established by the Company or the Customer, shall be subject to discipline, including termination. Additionally, employees should not adjust their workday hours without the approval of their Lead, or supervisor. Employees will adhere to mealtime policy established in Section 8.3 of this Agreement.

### **Section 8.6 Employee Time Records**

Employee time records shall be kept in accordance with Company policies and procedures.

### **Section 8.7 Abnormal Plant Shutdowns**

The Company will continue to comply with its present pay practice of compensating employees for those periods of time when safety stand-downs, government/customer shutdowns, government mandated holidays, periods of national mourning, inoperable simulator devices, technology upgrades, or weather related incidents and other acts of God, necessitate a partial workday(s) or temporary closing of facilities.

## **ARTICLE 9 – HOLIDAYS**

### **Section 9.1 Paid Holidays**

The following ten (10) observed Federal holidays shall be designated paid holidays for each calendar year.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **Section 9.2 Float Holidays**

Company will permit employees to float the following holidays within the same calendar year – Martin Luther King, Jr. Day, President's Day, Columbus Day, and Veterans' Day. The alternate holiday will be granted as long as operational requirements permit.

### **Section 9.3 Holiday Observance**

In the event any of the holidays listed above occur on a Saturday or Sunday, they shall be observed by the Contractor per the practice observed by the Customer.

## **ARTICLE 10 – PAID TIME OFF (PTO)**

### **Section 10.1 PTO Eligibility**

Employees will accrue PTO monthly beginning January 2017 as follows:

Continuous Service Requirement	PTO Accrual Amount
Less than 6 years	Accrue 13.3334 hours per month
6 years but less than 10 years	Accrue 16.6668 hours per month
10 + years or more	Accrue 20 hours per month

Employees may have a maximum of 160 hours of PTO at the end of the calendar year. Any unused PTO hours in excess of the 160-hour maximum at the end of the calendar year will be paid out.

PTO will be accrued monthly for any month in which the employee receives compensation from the Company. This includes hours lost due to temporary disability under Workers' Compensation.

The hours will be granted (available to be taken) the following month. PTO accrual rates are based on the employee's established anniversary date for PTO eligibility.

All PTO hours will be paid at the employee's current base rate of pay and will include lead premium and shift premium if the employee was on shift the day prior to the PTO.

Employees who leave the active payroll of the company shall be paid for all PTO earned up to the time of separation.

In the event of an employee's death the accumulated PTO will be paid out into the employee's estate.

### **Section 10.2 PTO Requests**

Employees may submit PTO requests for any desired dates on a first come, first served basis, provided they have/will have the requested time available on the books. Requests will be subject to approval by supervisors/managers. Decisions by supervisors/managers will be based on review of the Programmed Flying Training (PFT) load at the time of the request or site training event(s). Once approved, changes of the PFT load is not justification to cancel already approved PTO time.

### **Section 10.3 PTO Pay**

PTO will be based on actual time logged on the time sheet down to one-tenth (0.1) hours.

### **Section 10.4 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 the last paycheck is not sufficient to cover the debt, the Company reserves the right to recoup the balance directly from the employee (i.e. via collection agency, etc.).

**Section 10.5 Contingencies**

Emergency PTO, reserve duty, disability, jury duty, bereavement, or business travel will be handled as it arises and not subtracted from an already approved PTO list.

## **ARTICLE 11 – BENEFITS**

### **Section 11.1 Military Leave of Absence**

Employees affected by this Agreement will be granted up to three (3) workweeks per calendar year for training, encampment and other temporary duty assignments. The Company will pay the difference between base hourly rate and military pay. Military pay includes, but not limited to the following: Flight incentive pay, hazard pay, hardship pay, basic allowance for housing and basic allowance for subsistence.

The Company will establish new military leave guidelines and charge codes to pay members their full 40-hour rate per workweek while on military leave. When the employee returns to work from temporary duty, they will have seven (7) business days from the issuance of their final Leave and Earnings Statement (LES) to submit LES and payroll deduction form to the Company Human Resources to zero out any debts to the Company accrued by employee's temporary duty.

### **Section 11.2 Voluntary Contributions**

(U.S. Bonds, United Fund, etc.) Per employee request the Company will make payroll deductions for eligible programs and remit them to the appropriate agencies.

### **Section 11.3 Tuition Assistance**

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.

Regular Part-time Employees receive 50% of the tuition assistance benefit. Casual Employees are not eligible for this benefit.

### **Section 11.4 Anniversary Awards**

Recognition will be given to employees for Company service at increments of every five (5) years between five (5) and thirty-five (35) years.

### **Section 11.5 Bereavement Days**

In the event of a death in an employee's immediate family, the employee will be granted up to five (5) days as requested by the employee bereavement leave, per occurrence, with pay. Immediate family is defined as in-laws, parents, children (including step-children), spouses, brothers, sisters, grandparents, aunts, uncles, nieces and nephews, stepparents and grandchildren.

Employees, upon approval, may take an additional five (5) days leave, chargeable as PTO; if no PTO is available, Leave Without Pay (LWOP) will be allowed for immediate family support and care.

### **Section 11.6 Jury Duty**

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 regular scheduled eight (8) hour shift. Employees called for jury duty or testimony and released by the court with less than four (4) hours service will be expected to return to work for the remaining portion of his normal workday. Payment will be made at the employee's regular straight time rate.

### **Section 11.7 Company Contribution-Operations Support Savings Plan 401K**

The Company shall continue the 401k Plan, Operations Support Savings Plan, with a four percent (4%) Company contribution which employees can elect to receive up to four percent (4%) as an addition to their weekly wage instead of contribution to the 401k. Except for changes pertaining to contribution or benefit levels, legally required and any other modifications made to the Savings Plan shall be extended to the employees of the KDAM ATARS program, provided that the KDAM ATARS program remains an operating unit of the Company at such time. Such changes to the above-named Plan shall be effective, without any further negotiations and/or signatures, on the same day or as soon as practicable after the changes in the Plan are implemented.

## **ARTICLE 12 – MISCELLANEOUS**

### **Section 12.1 Sabotage**

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

### **Section 12.2 Security Clearance**

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.

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.

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. However, the Company will give consideration to assigning an employee in his job title to an area for which he is qualified and a clearance is not required. The Company will reinstate the seniority of an employee who is denied security clearance is reinstated by the Federal Government. An 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.

### **Section 12.3 Masculine-Feminine References**

In construing and interpreting the language of this Agreement, reference to the masculine such as "he," "him," or "his" shall include reference to the feminine.

### **Section 12.4 Contributions to Machinists Non-Partisan Political League**

Company employees may, through use of a signed voluntary authorization approved by the Company, request that there be monthly deductions from his wages for use by the Machinist Non-Partisan Political League. The Company will comply with these requests, forwarding the deductions to the Machinist Non-Partisan Political League, in care of the Union. Employee authorizations will remain in effect for the duration of this Agreement, unless earlier cancelled in writing by the employee.

In the event that ten (10) or more bargaining unit members have submitted the proper authorization cards totaling at least \$40 per month, or the Union agrees to bear the cost of less than ten (10) members or less than \$40 per month, the Company will implement this section of the Agreement.

The Union agrees to hold harmless, save and indemnify the Company for any actions it takes hereunder.

### **Section 12.5 Working Out of Classification**

Customer requirements may dictate the use of instructors outside of their normal classification. Such customer requirements will be provided to the Union. Temporarily reassigned instructors, to another classification, will be paid their regular rate of pay or paid at the rate for the work being performed, whichever is higher. Temporarily reassigned instructors will work out of classification for no more than 21 consecutive working days in a six (6) consecutive month period, unless extended by mutual agreement.

### **Section 12.6 Administrative Coordination**

Prior to introduction of new or revised employee-related Contractor Operating Instructions (COIs) and Work Instructions (WIs), the Company will provide to the Union in writing and upon request will discuss and coordinate any changes to COIs and WIs that affect Bargaining Unit employees prior to implementation.

### **Section 12.7 Performance of Work**

Supervisors or non-represented employees, will not regularly perform the duties of employees in the bargaining unit, except in emergency situations, for minimal currency requirements per work instructions (unless otherwise agreed to by the parties) or for the purpose of instructing/training employees, or to fill in for bargaining unit employees who are on Paid Time Off, Leave Without Pay, or unpaid Leave of Absence. Supervisors or other non-represented employees are not to perform any unit work solely to prevent a unit employee from earning overtime.

Bargaining unit employees may be utilized on a temporary basis to perform similar work at other locations in accordance with Standard Company policy and practices which may be modified as needed. Instructors from other locations may be utilized to perform bargaining unit work or instruction of bargaining unit employees on a temporary basis upon mutual agreement should the company provide a legitimate business need. In situations where the Company receives less than two weeks' notice for the need to utilize Instructors from other locations, and the parties are unable to reach agreement before the need date, the Company may proceed to utilize those Instructors for no more than two (2) weeks unless the Union agrees otherwise.

It is understood that when the Customer exercises its right to supplement Instructor work and/or otherwise utilize any equipment owned by the Customer which is also utilized by bargaining unit members in the performance of bargaining unit work, the Company shall notify the Union if and when it is notified by the Customer of any intention to exercise its rights.

### **Section 12.8 Partial Invalidity of Agreement**

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provision hereof.

### **Section 12.9 Technological Change**

When technology changes take place that require additional knowledge and/or skills, employees will be selected for training in accordance with Section 6.2 and 6.4 of this Agreement.

### **Section 12.10 Uniforms and Safety Equipment**

The Company shall continue the policy of providing all new instructors with initial uniforms/equipment listed in Table 2. The Company agrees to replace items that are worn out or damaged.

### **Section 12.11 Subcontracting**

It is not the intent of the Company to use on-site or off-site contractors for the purpose of reducing or transferring work ordinarily performed by employees in the bargaining unit. If, because of technological change, modifications to the Company's contractual requirements, or other revised business requirements, the Company considers such subcontracting or outsourcing, it will give the Union no less than 30 days' notice of such consideration and meet with the Union to discuss the reasons therefore.

## **ARTICLE 13 – PART-TIME EMPLOYEES**

Regular and Casual part-time employees may be utilized at the discretion of the Company. Part-time employees may not be used to displace full-time employees or fill full-time vacancies except by mutual agreement of all parties.

A regular part-time employee is defined as an employee hired to work a normal schedule of at least twenty (20) hours per workweek but less than forty (40) hours. A casual part time employee is defined as an employee hired to work less than one thousand (1,000) hours per calendar year. Regular part-time employees are eligible to participate in Company Health & Welfare benefits on the same basis as regular full-time employees. The company shall pass through improvements, modifications and changes to plans and/or employee premiums to these plans at any time, both during the term of this agreement and after its expiration. Both regular and casual part time employees are eligible to participate in the 401K in accordance with Section 11.7. Regular part-time employees will receive prorated Holiday and PTO based on the actual hours worked; however, casual part-time employees will not be eligible. The total of part-time employees in any bargaining unit will not exceed 10% of the bargaining unit, however this percentage may be increased by mutual agreement should the company provide a legitimate business need. Current full-time employees will be given first refusal for all regular and casual part time employment positions. Employees who convert to part-time status will retain all seniority and the benefits detailed above.

## **ARTICLE 14 – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors or assigns of the Company and its business, provisions, terms or obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the company of this business, or affected or changed in any respect by any change in legal status, ownership, contractor, or management of the Company's business.

## **ARTICLE 15 – DURATION AND TERMINATION**

This Agreement shall be effective October 1, 2017. The Agreement shall remain in full force and effect until September 30, 2020, 12:00 a.m. (MST), and therefore, automatically renew from year to year unless either party serves notice in writing of their intent to terminate the Agreement at least sixty (60) days prior to the expiration of this Agreement.

The Parties to this Collective Bargaining Agreement have entered into it with the understanding that the customer for whom services are to be provided under government contract, plans to award the performance of these services on this government contract to another service provider during the term of this agreement. As such, upon notification by the customer to the Parties of the identity of the succeeding service provider the Parties retain the right to serve a formal, written 60-day notice of termination of the Collective Bargaining agreement upon one another. Upon the service of such notification of contract termination, the Parties agree to work with one another in a manner that would reasonably permit the negotiation and implementation of an orderly successor transition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Alpha-Omega Change Engineering, Inc.



James E. Hartney  
Chief Executive Officer

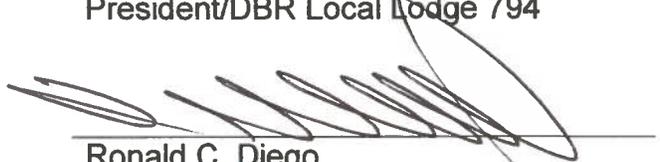
International Association of Machinists  
and Aerospace Workers, AFL-CIO,  
LOCAL 794



Jody Bennett  
IAM Aerospace Coordinator



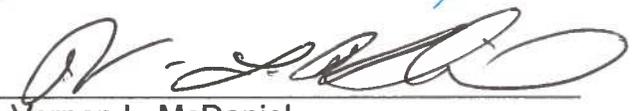
Ernest E. Dow  
President/DBR Local Lodge 794



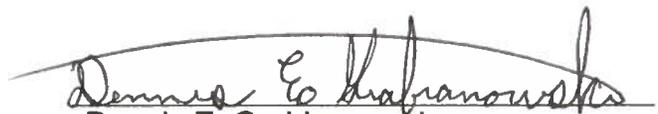
Ronald C. Diego  
Bargaining Committee



Joseph Mooney  
Bargaining Committee



Vernon L. McDaniel  
Bargaining Committee



Dennis E. Grabianowski  
Bargaining Committee



Richard D. Spurlock  
Bargaining Committee

APPENDIX A: AIRFRAME JOB CLASSIFICATION

Airframe	Job Classification
HC-130P	Pilot
HC-130P	Navigator
HC-130P	Flight Engineer
HC-130P	Loadmaster
HC-130P	Airborne Mission Systems Specialist
AC/HC/MC-130J	Pilot
AC/HC/MC-130J	Combat Systems Officer
AC/HC/MC-130J	Loadmaster
HH-60	Pilot
HH-60	Special Mission Aviator
CV-22	Pilot
CV-22	Special Mission Aviator
UH-1	Pilot
UH-1	Special Mission Aviator

Rotary Wing	Subject Matter Expert
Fixed Wing	Subject Matter Expert
Tilt Rotor	Subject Matter Expert
Mission Information Manager	
Training Support Analyst	

TABLE 2: EQUIPMENT TYPE AND ISSUED

EQUIPMENT TYPE	ISSUED
AOCE Polo Shirts	5 per year
Boots	As required
Flight Gear Bag	1 Lifetime issue
Gore-Tex Jacket	1 Lifetime issue
Gore-Tex Pants	1 Lifetime issue
Coveralls	1 Lifetime issue
Mini-Maglight	1 Lifetime issue
Bucktools/Leatherman	1 Lifetime issue
Cold Weather Hat	1 Lifetime issue
Headset	1 Lifetime issue
Work/Mechanics Gloves	As required
Sunglasses	1 Lifetime issue

APPENDIX B: MEMORANDUM OF AGREEMENTS/UNDERSTANDING

MEMORANDUM OF AGREEMENT

April 26, 2010 (Renewed August 23, 2017)

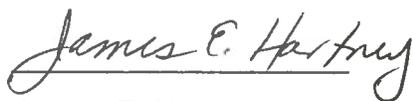
Flight Pay Premium

Due to additional customer requirements at Kirtland AFB, the Company and the Union have agreed upon the following terms. These terms apply to all instructors who will be working on the flight line.

- The flight pay premium will be broken down as follows:
- Instructors teaching rated officer aircrew positions will receive an additional \$5.25/hr.
- Instructors teaching non-rated enlisted aircrew positions will receive an additional \$3.00/hr.
- Any changes in Flight Line requirements will be addressed in accordance with Section 12.6 of this agreement.
- Flight line instructors will receive \$400,000 life insurance coverage when they are flying the aircraft. To include pre and post flight brief.
- Physicals, including flight physicals, when required, will be at no cost to the employee and can be done during company time. Employees will be paid the normal rate of pay for the time required for the physical plus travel mileage per IRS allowance to and from work to the physician's office.

For the Company:

Renewed August 23, 2017



James E. Hartney  
Chief Executive Officer  
Alpha-Omega Change Engineering, Inc.

For the Union:

Renewed August 23, 2017



Ernest Dow  
Pres./DBR Local #794

## MEMORANDUM OF AGREEMENT

**April 26, 2010 (Renewed August 23, 2017)**

### Machinists Custom Choice Worksite Benefits Program

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during breaks and lunch times once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements. Access to the facility is pending customer review and approval.

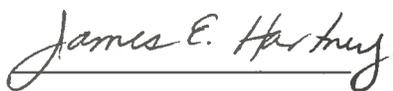
The Company will honor payroll deduction requests and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands,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

The Company agrees to implement the provisions of this letter no later than 1 January 2011 to coincide with the Company's normal benefits enrollment.

The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

For the Company:

**Renewed August 23, 2017**



James E. Hartney  
Chief Executive Officer  
Alpha-Omega Change Engineering, Inc.

For the Union:

**Renewed August 23, 2017**



Ernest Dow  
Pres./DBR Local #794

# MEMORANDUM OF UNDERSTANDING

BETWEEN  
ALPHA-OMEGA CHANGE ENGINEERING, INC.  
AND  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO  
LOCAL LODGE 794  
ALBUQUERQUE, NEW MEXICO

Dated: 23 August 2017

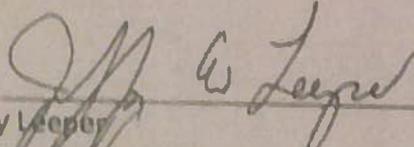
## Administration of Wage Delivery for "Red Circled" Employees

The following individuals are considered "Red Circled" if their rate exceeds that of the established rates for the contract year. "Red Circled" individuals will receive 3.25% General Wage Increase for each year of the contract on the same date as the rest of the Bargaining Unit receives an increase:

Jerry Little, Jr.  
Jeffrey Dill

It is agreed that this Memorandum of Agreement (MOU) on Administration of Wage Delivery for "Red Circled" Employees will remain in full effect for the duration of this Collective Bargaining Agreement. Upon expiration of this agreement, this MOA will terminate, and will not be renewable between the Parties except by mutual interest and consent.

For the Company:

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

For the Union:

  
\_\_\_\_\_  
Ernest E. Dow  
Pres., DBR Local #794

# MEMORANDUM OF UNDERSTANDING

BETWEEN  
ALPHA-OMEGA CHANGE ENGINEERING, INC.  
AND  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO  
LOCAL LODGE 794  
ALBUQUERQUE, NEW MEXICO

Dated: 23 August 2017

The Company ("Alpha-Omega Change Engineering, Inc.") and the Union ("IAMAW-Local Lodge 794") have met and negotiated at arms' length and in good faith all matters subject to bargaining, and upon successful ratification of the membership and approval of the Customer, will have a Collective Bargaining Agreement in full force and effect.

For the Company:

  
\_\_\_\_\_  
James E. Hartney  
Chief Executive Officer

For the Union:

  
\_\_\_\_\_  
Jody Bennett  
IAM Aerospace Coordinator