



COLLECTIVE BARGAINING AGREEMENT  
MAY 5, 2008 THROUGH MAY 1, 2011



**ARMY FLEET SUPPORT**

FORT RUCKER, ALABAMA

AND

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

AFL-CIO

LOCAL LODGE NO. 2003

**AEROSPACE**



*Jobs • Security • Prosperity*

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## **AGREEMENT**

### **1 PARTIES TO THE AGREEMENT**

THIS AGREEMENT entered into at Fort Rucker, Alabama, effective the 5th day of May, 2008 by and between **ARMY FLEET SUPPORT, LLC**, Fort Rucker, Alabama (herein “Company”) and **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO**, and its Local Lodge No. 2003 (herein “Union”) as representative for the purpose of collective bargaining for the employees hereinafter defined, located at Fort Rucker and Daleville, Alabama. Said parties agree as follows:

### **2 PURPOSE**

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this Agreement.

### **3 EMPLOYEE DEFINED**

The term “employee” or “employees” as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining units described in the Recognition Article, and this Agreement shall apply only to such employees. Any terms denoting the masculine gender used herein such as “he” or “his” shall refer both to male and female employees of the Company.

### **4 ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and can be changed or modified only by a document in writing signed on behalf of both parties hereto.

### **5 SUCCESSORSHIP**

This Agreement shall be binding upon the corporate successors and assigns of the Company.

### **6 SUB-CONTRACTING**

The Company shall not subcontract with other persons, organizations or companies for the performance of any portion of the work performed by Bargaining Unit personnel prior to notifying and bargaining with the Union on the effects of the Company’s decision. Such decision shall not contribute to the layoff of Bargaining Unit employees. This in no way infringes on the Government’s right to subcontract work, or to direct the Company to subcontract work.

## ARTICLE 1 RECOGNITION

### 1.1 BARGAINING UNITS

ARMY FLEET SUPPORT LLC, Fort Rucker, Alabama, (hereinafter Company), recognizes Local Lodge No. 2003, International Association of Machinists and Aerospace Workers, AFL-CIO, (hereinafter Union), as the exclusive collective bargaining representative for the following bargaining units:

**1.1(a)** All of the Company's production and maintenance employees, including plant clerical employees, quality technicians and/or inspectors and lead employees and/or maintenance specialists who are working at its Fort Rucker, Alabama operations; excluding all other employees including office clerical employees, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

**1.1(b)** All of the Company's clerical employees at its Fort Rucker, Alabama operations, excluding one (1) Executive Assistant for the General Manager, one (1) Administrative Assistant for the Chief Financial Officer, one (1) Administrative Assistant for the Chief Administrative Officer, one (1) Administrative Assistant for the Director of ATTC, one (1) Administrative Assistant for the Director of Maintenance, one (1) Administrative Assistant for the Director of Logistics, one (1) Administrative Assistant for the Director of EH&S, and one (1) Administrative Assistant for the Director of HR, and drafters, and professional and technical employees, guards, watchmen, and supervisors as defined in the Act.

**1.1(c)** All of the Company's clerical employees at its Information Technology Support Department, including keypunch operators, computer operators, computer programmers, and computer clerks, excluding confidential secretary, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

**1.1(d)** All of the Company's test pilots (hereinafter referred to as Maintenance Test Pilots) at its Fort Rucker, Alabama, operations, excluding Chief Standardization Pilot/Flight Safety Officer and Standardization Pilot/Field Safety Officers, professional and technical employees, guards, watchmen and supervisors as defined in the Act.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **2.1 EXERCISE JUDGMENT**

The Union recognizes that it is the function and right of the Company to exercise its own judgment and discretion in developing processes which meet the standards of government requirements and customer acceptance and to meet competition, in order that its business and jobs and wages be protected.

### **2.2 DECISIONS VESTED IN COMPANY**

Except insofar as it is specifically abridged by express provisions of this Agreement, all management decisions, the management of the plants and the direction of the working forces are vested in the Company. This includes but is not limited to, the right to hire, assign, transfer, promote, reclassify, suspend for just cause, discipline for just cause, or discharge for just cause, the making of reasonable rules and regulations not in conflict with this Agreement, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees, provided that this shall not be used for the purpose of discrimination as defined by Article 2, Section 2.3 against any employee.

### **2.3 NO DISCRIMINATION**

There shall be no discrimination in regard to tenure, terms or conditions of employment because of race, color, sex, marital status, age, religion, national origin, ancestry, handicap, or because the individual is disabled or Vietnam Era veteran, or a veteran of the U.S. armed forces provided that it shall not be considered as discrimination under this Article unless it is also discrimination under applicable federal or state law.

### **2.4 OPERATIONS**

The Company shall be the judge of all matters pertaining to the location of operations, production and work schedules, and the methods, processes and means of manufacturing or servicing and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods or facilities.

## **ARTICLE 3 UNION SECURITY AND RIGHTS OF EMPLOYEES**

### **3.1 CHECK OFF**

During the existence of this Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable to an employee covered by this Agreement, applicable service fees or 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 upon between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee. Failure to authorize dues or applicable service fees deductions does not relieve employees from the Union shop obligation under this Article.

### **3.2 INDEMNIFICATION**

In making deductions and remittances for applicable service fees, reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Financial Secretary of Local Lodge No. 2003 of the amount of money due 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 honor the dues check-off authorization cards on file by which employees authorize the deduction of Union dues, initiation fees and uniform assessments from the employee's pay check, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Financial Secretary of the Union.

### **3.3 WHEN DUES ARE DEDUCTED**

Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the first regular payday in each month, provided the Company has received such authorization and notice from the Financial Secretary of IAM & AW District No.75 by the 25<sup>th</sup> day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.

### **3.4 INSUFFICIENT EARNINGS**

In the event an employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deduction from the earnings due the employee on the first regular payday of the next succeeding month. Except as provided above, deductions for applicable service fees or dues shall be for the current month only.

### **3.5 REMITTANCE OF DUES**

Deductions shall be remitted to the Financial Secretary of IAM&AW District No.75 not later than 10 days following the payday on which the deductions were made. The Company shall furnish to the Financial Secretary of the District Union at the same time, a list showing those members for whom deductions have been made and the amount thereof.

**3.6 WHEN DUES ARE NOT DEDUCTED**

Should an employee be promoted or transferred to a managerial/salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Financial Secretary of IAM&AW District No.75.

**3.7 NO SOLICITATION**

There shall be no solicitation of employees for Union membership, dues or applicable service fees conducted upon the premises of the Company during times when either the employee (or employees) being solicited or the employee (or employees) performing such solicitation are being paid by the Company to perform work.

**3.8 UNION SHOP**

As provided herein, all employees now or hereafter employed in the classifications and work covered by this Agreement, and as it may have been supplemented or amended, shall as a condition of continued employment in such work become and remain members in good standing in the Union or pay applicable service fees within ninety-one (91) days following the beginning of such employment or the effective date of this Agreement, whichever is later.

**3.8(a)** The Local Lodge 2003 Educator or the appointed designee shall be permitted to address all new hires during the Company's new hire briefing / orientation regarding Union membership as an employee for approximately twenty (20) minutes.

**3.9 DISCHARGE FOR FAILURE TO PAY UNION DUES**

The Company will within ten (10) workdays after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or pay applicable service fees as required by section 3.8. Any employee so discharged shall be deemed to be discharged for "just cause". "Good standing" is defined as in compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.

## ARTICLE 4 SENIORITY

### 4.1 SENIORITY DEFINED

Seniority is defined as the length of continuous service with the Company and previous contractors in any one or more bargaining units covered by this Agreement, and shall be computed from the original date of hire except when seniority has been broken (as defined in Section 4.6), in which event seniority shall be computed from the last date of rehire. Upon transfer from one bargaining unit to another, employees shall retain their seniority. Relative seniority of all employees who have the same seniority date is determined in accordance with the last four digits of each employee's social security number, i.e., the lowest number has the most seniority; when the four digits are identical the next previous digit which is not identical shall be determinative.

### 4.2 QUALIFICATIONS

In the application of principles of seniority as provided in this Agreement, consistent with applicable federal and state laws and regulations, the employee must have the qualifications and physical capability to perform the work involved. "Qualified" or "qualifications" for the purpose of filling vacancies means that the employee meets the requirements of the job description.

For all other purposes under this contract, "qualified" or "qualifications" for also includes having the ability (includes all authorizations required) to perform the available work without the necessity of any additional training. In addition to these qualifications, Maintenance Test Pilots must have aircraft(s) qualifications and currency.

The Company will give preference to length of continuous service among employees who meet the requirements of this Section.

Upon reclassification, employees shall be given such guidance and orientation normally provided employees assigned to a particular classification or bonus pay job assignment.

### 4.3 ACQUISITION OF SENIORITY

A new employee and one who is re-employed after a break in his seniority shall not acquire any seniority under this Agreement until the expiration of 90 days of continuous service following employment. If such employee is continued in the employ of the Company after the expiration of the 90 day period, his seniority shall be computed from his last date of hire in accordance with the applicable provisions of this Agreement. Any separations of employment during said 90 day probationary period shall not be made the basis of a claim or grievance against the Company and there shall be no obligation to re-employ such person; provided, however, that this provision shall not be used for the purpose of discrimination, as discrimination is defined in Article 2, Section 2.3.

**4.3(a)** A probationary employee shall not compete for a bonus pay job assignment, classification, location or shift, nor will a probationary employee be displaced from a classification, location or shift unless affected by the layoff of seniority employees.

**4.4 REHIRE OF PROBATIONARY EMPLOYEE**

In the event that a probationary employee is rehired to the same classification within three months after being terminated as part of a layoff process during his probationary period, he shall receive credit for his previous service as a probationary employee, if he worked at least one month prior to termination.

**4.5 PROBATIONARY EMPLOYEE ABSENCE**

If a probationary employee is granted a leave of absence or is absent in excess of five workdays (40 hours) during his probationary period, the effective date of acquiring seniority shall be postponed by the period of time the employee has been absent or on leave.

**4.6 BREAKING SENIORITY**

An employee's seniority shall be considered broken and all rights under this Agreement forfeited (except as otherwise specifically provided herein) when an employee:

**4.6(a)** Resigns or is discharged or accepts employment with the Company outside the bargaining units covered by this Agreement.

**4.6(b)** Fails or refuses to return to work within five calendar days after being recalled, unless a satisfactory reason and documentation, if such documentation exists or can be acquired, is given to warrant leniency.

**4.6(c)** Is absent for three consecutive workdays without reporting to the Company during the absence a reason which is sufficient to justify such absence, unless notification to the Company is beyond the employee's control; otherwise, such absence shall be cause for termination. Compliance with this is not to be construed to mean that excessive absenteeism shall be tolerated.

**4.6(d)** Is absent due to layoff or medical leave of absence, or both, for a period equal to his length of seniority at the time of such layoff or leave of absence, but in no event in excess of five years.

**4.6(e)** Has retired under the Retirement Plan for Bargaining Unit employees. This does not include an employee on medical leave of absence who draws pension/retirement benefits while on such leave.

**4.7 INDEFINITE LAYOFF AND RECALL FROM LAYOFF**

For the purpose of an indefinite layoff employees shall be laid off as follows:

**4.7(a)** Seniority employees with a layoff request on file will be laid off first. Then probationary employees in the line of progression affected shall be terminated, provided there are available seniority employees remaining in the classification affected who are willing and have the ability to perform the work of the probationary employees to be displaced.

**4.7(b)** Thereafter, seniority employees in the affected classification having the least seniority shall be laid off provided that an employee cannot be laid off in a lower classification while an employee is retained in his line of progression with less seniority, provided there are employees in the lower classification in the line of progression who have a status change request form on file at the time of the layoff and who are qualified for promotion to the higher classification. An employee notified of indefinite layoff has twenty-four (24) hours (excluding Saturday and Sunday) from time of notice to file a status change request form to compete for a higher job classification in his line of progression. Such employee who would otherwise be laid off shall, if he has the qualifications to perform the work, or if he previously successfully held the classification or bonus pay job, be allowed to:

**4.7(b)(1)** displace the least senior employee in the next lower classification in the line of progression; or

**4.7(b)(2)** displace the least senior employee in any classification he previously held; or

**4.7(b)(3)** displace the least senior employee in the lowest occupied classification in another line of progression; or

**4.7(b)(4)** elect a layoff and await recall to any job classification he is qualified to perform and for which he has filed a status change request. At the time an employee is given notice that he is being laid off from his classification, he must within 24 hours (excluding Saturday and Sunday) select one of the above listed options or he shall be laid off effective the date stated in the layoff notice. An employee's personnel file as it exists at the time the Company issues the layoff notice except for qualifications acquired less than thirty days prior to the notice of layoff which must be submitted with his selection option, including on the job experience as shown in the personnel file, and the job description shall be the determining factor in the application of Section 4.7.

**4.7(c)** An Aircraft Technical/NDT Inspector downgraded to an Aircraft Mechanic classification or an Aircraft Mechanic displaced from a Flight Engineer or Flight Mechanic job assignment will be allowed to displace the least senior Leader or Flight Mechanic or he may displace a Flight Engineer if assigned to an aircraft requiring flight engineers provided he meets the requirements of the bonus pay job description. The Aircraft Mechanic Leader who is displaced will be permitted to displace the least senior Flight Mechanic if he previously held the job or displace the least senior Flight Engineer if he previously held the job on the respective aircraft.

**4.7(d)** When decreasing the work force in connection with an indefinite layoff, the Company shall give the least senior employee(s) in the classification and the Union at least 10 workdays notice. Affected employees on leave of absence or temporarily laid off may be notified of an indefinite layoff by certified letter or other documentable and verifiable means sent to their last known address as shown on the Company records. Employees actually laid off as a result of being displaced by a more senior employee under 4.7(b) are not subject to the 10 day notice provision but will receive at least 3 workdays notice.

**4.7(e)** Maintenance Test Pilot aircraft qualifications will not be cause for indefinite layoff, i.e., layoffs of Maintenance Test Pilots will be by seniority, however, a Maintenance Test Pilot who fails to qualify in a particular type aircraft after receiving the usual and normal training will be laid off provided other aircraft which he is qualified to fly are not available.

**4.7(f) RECALL FROM LAYOFF** - Notification of recall for the purpose of this shall be made by certified mail, telegram or other documentable and verifiable means addressed to the employee's last known address as shown on the Company's records. Failure of the employee to keep the Company informed of his current address shall relieve the Company of any obligations for recall of said employee. Failure to receive notice of recall shall be considered a satisfactory reason for not returning to work within five calendar days, so as to retain seniority, but shall not obligate the Company to hold the position open. An employee who fails to receive the notice, and is not otherwise aware of his recall, and therefore does not report to work within five (5) calendar days shall continue to accrue seniority, but there shall be no further duty to recall the employee until the employee notifies the Personnel section.

**4.7(g) LAYOFF/RECALL LIST** - The Company shall submit to the Union a list of Bargaining Unit employees laid off or recalled as soon as final determination is made, but in any event, not later than five (5) workdays after such layoff or recall. The list shall contain the employee's name, classification and seniority date.

#### **4.8 TEMPORARY LAYOFFS**

Temporary layoffs shall consist of ten (10) workdays or less duration or for a longer period extended by mutual agreement. Temporary layoffs during the Christmas Holiday Period may be of 12 workday's duration.

**4.8(a)** Temporary layoffs in all Bargaining Units of four (4) hours or less shall be made by overtime project, shift, shift start time and classification in accordance with seniority and qualifications.

**4.8(a)(1)** Temporary layoffs in the production and maintenance unit and the clerical unit in excess of four (4) hours not to exceed two (2) workdays, shall be made by overtime project, shift and classification, in accordance with seniority and qualifications. Temporary layoffs of more than two (2) workdays will be made by field location, shift and classification in accordance with seniority and qualifications.

**4.8(a)(2)** During the Christmas holiday period defined in Section 4.8 above, temporary layoffs in the Aircraft Mechanic classification will be by field, overtime project and shift in accordance with seniority and qualifications.

**4.8(b)** Temporary layoffs of more than four (4) hours in the Maintenance Test Pilot Unit will be by field location, by shift, in accordance with seniority and qualifications.

**4.8(c)** During temporary assignment to another location or shift, temporarily assigned employees will be affected by temporary layoff within his permanently assigned overtime project, but will be allowed to work in the temporary assignment as long as more senior employees in his permanent overtime project are not laid-off.

**4.8(d)** Probationary employees will be placed on temporary layoff prior to seniority employees in the same classification, location and shift.

#### **4.9 SENIORITY LISTS**

The Company shall furnish printed copies of the seniority list each January, April, July and October to the Union Business Representative. Exceptions to this shall occur when contract security makes it necessary to reduce distribution. However, a copy will be sent to the Union (District Lodge), and they shall be available for the shop stewards' use in the managers' offices. Seniority lists shall be compiled in compliance with this Article, indicating the employees by classification and bargaining unit. The seniority list will be updated weekly and will be available on Company computers through the AFS web page for the Grievance/Negotiating Committee and shop stewards.

**4.9(a) ERRORS IN SENIORITY LISTING** - Any error in seniority listings reported to the Manager, Personnel by the Union, upon showing of proof, shall be corrected. However, the Company shall not be obligated for any application of retroactivity.

#### **4.10 NEW HIRES LIST**

Each Monday, the Company shall furnish the Union a list by name, classification and date of hire of bargaining unit employees, if any, hired the previous calendar week.

## ARTICLE 5 LEAVES OF ABSENCE

### 5.1 UNION EMPLOYMENT

An employee elected or selected to a full time job in the local Union, AFL-CIO, or the IAM Federal Credit Union, or the International Union, which takes him from his employment with the Company, shall upon written request to the Company receive leave of absence, without pay, for a period equal to his tenure of employment with the Union. Upon completion of his leave of absence during the existence of this Agreement, he shall be re-employed according to his seniority in work generally similar to that which he did last prior to leaving at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, and he has the ability to perform such work. Seniority shall accumulate during such leave of absence.

### 5.2 UNION LEAVE

Leaves of absence without pay for official Union business shall be granted by the Company on three days written request of the Union, provided the absence does not adversely impact mission requirements. Employees on Union leave at any one time will not exceed 2% of the P&M, Clerical, and Maintenance Test Pilot bargaining units combined. The Company shall waive the three-day notice when requests are of an emergency nature. The Union shall honor and respect the requirements of production in requests for leaves of absence for Union business.

**5.2(a)** Should a conflict occur with overtime scheduled on a Union election day, an employee will be granted sufficient time to vote.

### 5.3 TEMPORARY MEDICAL CONDITIONS

Leaves of absence for temporary medical conditions shall be granted to employees without pay for a period not exceeding 30 days, provided the employee furnishes satisfactory proof of such medical conditions prior to granting such leave. If the medical leave continues beyond the 30 days, the leave of absence shall be extended provided the employee furnishes the Company with a report from a licensed physician stating the necessity for such extension.

### 5.4 LISTING PROVIDED UNION

At the end of each month, the Company shall furnish the Union a list of employees on extended medical leave of absence. This list shall include the date each leave commenced.

### 5.5 LEAVE FOR PERSONAL REASONS

Leaves of absence without pay for relatively short periods (three consecutive workdays or more) may be granted to employees for personal reasons and seniority shall accumulate during such leaves.

### 5.6 WORKERS' COMPENSATION LEAVE

Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Alabama shall be given leave of absence without pay, not to exceed five (5) years and shall accrue seniority while on such leave.

**5.7 FALSE PRETENSE**

Any leave of absence obtained through false pretense shall be invalid and the employee's absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted, including discharge.

**5.8 APPLICATION FOR LEAVE**

All applications for a leave of absence shall be made in writing by the employee (unless beyond the employee's capability) on a form provided by the Company, and if approved or disapproved, the employee shall be so notified in writing.

**5.9 CERTIFICATE OF FITNESS**

Should a medical leave (IAW Article 25.8) require absence from work for treatment or convalescence, a certificate of fitness from a medical doctor must be furnished to Personnel by the employee prior to return to work. The Company may require a physical examination by a medical doctor selected by the Company (who shall, if the Company so requires, be a government flight surgeon at Fort Rucker, Alabama in the case of pilots) prior to the employee's return to work. If the Company requires such physical examination, it must schedule the employee's appointment with the doctor. The examination shall be at the Company's expense.

**5.10 MILITARY LEAVE**

An employee who has received a leave of absence for military duty shall not be paid his unused vacation and personal leave accruals unless he so requests. An employee who has had his accruals paid off, shall upon return, be allowed to take an equivalent amount of time off without pay.

**5.11 PUBLIC OFFICE**

Any seniority employee electing to campaign for a public office shall be allowed to take a leave without pay for a period of time necessary to conduct his campaign. Should a seniority employee be elected or appointed to full-time public office, he shall be granted a leave of absence, without pay, for a period equal to his length of service at the time of such leave of absence, but in no event in excess of the second term of office. Seniority shall accumulate during such leave.

**5.12 BEREAVEMENT LEAVE**

Bereavement leave up to three (3) workdays can be taken and shall be paid when an employee loses time from work due to a funeral or interment of a member of his immediate family. To be eligible for bereavement leave, the employee must attend the funeral or interment. Bereavement leave shall be paid only upon request. Members of the immediate family include the employee's grandchild, step grandchild, father, mother, spouse, sister, brother, child and current relatives as follows: stepfather, stepmother, half-sister, half-brother, stepsister, stepbrother, stepchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law. Verification acceptable to the Company of the death and relationship shall be given to the Company upon request. Bereavement leave can be taken on the day of death and any time during the first five workdays after the death.

**5.12(a)** The day of the funeral or interment of a grandparent or current spouse's grandparent, brother-in-law, or sister-in-law, shall be given if it occurs on the employee's regularly scheduled workday. In the event that a grandparent raised an employee as a parent, such grandparent may be considered a parent for the purpose of this provision. "Child" includes a foster child placed in the employee's home by a state agency. An employee assigned to third shift who is entitled to one day of bereavement leave may take either the day of, or the day preceding the funeral/interment at his option, provided the day of absence is a scheduled work day.

**5.12(b)** Bereavement leave shall not include premium pay nor be paid for any day that the employee receives holiday pay.

### **5.13 RESERVE MILITARY ANNUAL TRAINING OR DISASTER RELIEF WITH THE NATIONAL GUARD**

Employees ordered to active duty for annual training or disaster relief with the National Guard or organized military reserve units, shall be granted a leave of absence not to exceed fifteen (15) workdays each fiscal year or as required for disaster relief activations provided the employee furnishes the Company a copy of his military orders at the time the leave of absence is requested. Employees granted leave shall be paid the difference in the earned military base pay (base plus longevity pay) he received while on active duty and the pay he would have received had he worked his regular schedule during his leave of absence. In order to be eligible for payment, the employee shall be required to furnish the Accounting Department a government computer printout or a certificate signed by his disbursing agent setting forth the amount of military base pay he earned during his leave period. Fifteen (15) days of differential pay is the maximum paid under this provision for annual military training.

**5.13(a)** Employees may request vacation leave pay while in a military leave of absence status. An employee granted vacation leave pay while on military leave shall receive vacation leave pay at his regular rate in addition to the military leave pay differential. The payment of vacation leave pay during a military leave of absence does not establish eligibility for holiday pay.

### **5.14 RESCUE SQUAD OR EMA LEAVE**

In the event of an official activation of an employee who has completed his probationary period and is an active and participating member of a legitimate rescue squad or EMA unit, he shall receive pay equal to his regular rate of pay not to exceed eight (8) hours for such time lost each day when required to serve in such capacity during disaster, such as floods, tornados, storms, or other tragedies involving human life, providing it is absolutely necessary that he serve at this time. This paid leave shall be limited to three (3) workdays on any single activation. Notice of such service must be given to the Company as soon as possible and proof of duty must be submitted on a form provided by the Company to the satisfaction of the Company before this becomes applicable.

**5.15 VOTER LEAVE**

An employee who is a registered voter shall be granted time off from assigned Company duties to vote in any state or federal election and shall be paid at his regular hourly rate for such time lost, not to exceed one (1) hour within his standard daily work schedule, in the event the employee does not have adequate time to vote before or after his regularly scheduled shift.

**5.16 JURY AND WITNESS DUTY**

When an employee is required to serve on jury duty, or as a witness in a court of law, or is subpoenaed to appear for a deposition and reports for same on a regularly scheduled work day, he shall receive eight (8) hours pay for each day, not to exceed 180 workdays per fiscal year, at his regular rate. This section does not apply if the employee is a litigant to the cause.

**5.16(a)** Notice of such service must be given to the Company upon receipt of jury summons or witness subpoena and proof of such duty must be submitted to the satisfaction of the Company before this Article shall apply.

**5.17 REPORTING ABSENCES**

Each employee will report his absence from work prior to the beginning of his shift on the day of absence, or if unable to do so, report his absence as soon as possible after shift starting time. Each field or department will designate an office location and telephone number for employees to call to report their absence from work and maintain a call-in log showing employee's name, badge number, classification, date and time call received, by whom and reason given for absence. Determination of whether the absence will be authorized or unauthorized will be made by the employee's immediate supervisor based on the facts of each case.

**5.18 FAMILY AND MEDICAL LEAVE**

The Company and the employee will comply with all federal laws governing FMLA. All leave approved under the FMLA will be considered unpaid leave. This leave will not run concurrently with any accrued paid leave, short term disability, or worker's compensation benefits unless requested by the employee.

**5.18(a)** Employees may obtain the appropriate paperwork and application for FMLA from the Human Resources Office.

## ARTICLE 6 UNION REPRESENTATION

### 6.1 STEWARDS AND GRIEVANCE/NEGOTIATING COMMITTEE

Grievance/Negotiating Committee persons and Shop Stewards shall be assigned to areas of representation as follows: The number of shop stewards and Committee persons may be increased or decreased by agreement of the Company and the Union.

<b>SHOP STEWARD AREA OF REPRESENTATION “one per area”</b>	<b>SHIFT</b>
Cairns Field – Scheduled, Engine Shop, Back Shops and Wash Rack	EACH
Cairns Field – Unscheduled, Flight Line, ALSE and Supply	EACH
Cairns Field – Flat Iron and Monitors	EACH
Hanchey Field – Buildings 207, 208, 209, 211,130, Flight Line and EEFT	EACH
Hanchey Field – Buildings 202, 203, 204, Flight Line and ASLE Shop	EACH
Hanchey Field – Building 201, Wash Rack and Flight Line	EACH
Hanchey Field – OWW	EACH
Range	EACH
Low Field – Buildings 113, 114, 115, 133, 161, 132, 134, 127, 110, 111, 112, 145	EACH
Low Field – Buildings 117, 155, 136, 141, 148, 144, 105, 116, 146, 128, 108, All RWW East Ramp Flight Line	EACH
Low Field – Buildings 120, 152, 188, 106, 140, 041, 022, 125, 126, All RWW West Ramp Flight Line	EACH
Low Field – Clam Shell OWW	EACH
Building 415 (West End) and Building 405	EACH
Building 415 (East End) and Building 416	EACH
Materiel Warehouses	EACH
ATTC	EACH
Knox East, Knox East OWW, Knox West	EACH
Shell Field – Unscheduled Maintenance & Flight Line	FIRST SECOND
Shell Field – Scheduled Maintenance	FIRST SECOND
Shell Field	THIRD
Air Force	EACH
Clerical – Each location	EACH
Maintenance Test Pilots – Each location	EACH

<b>GRIEVANCE/NEGOTIATING COMMITTEE PERSON AREA OF REPRESENTATION (One each location, if occupied)</b>	
Cairns Field	Hanchey Field
Lowe Field	Shell Field
Knox Field	ATTC
Clerical	Maintenance Test Pilots
Main Post	Air Force

## **6.2 TEMPORARY TRANSFERS OF STEWARDS**

No shop steward shall be elected for an area of representation unless he is permanently assigned to work in such an area. No shop steward shall be permanently transferred or bumped out of his permanent assigned area of representation as specified above as long as there is work available therein for his job classification or bonus pay job which he has the ability to and is willing to perform, seniority permitting, except by agreement; however, that no promotion shall result from his retention in such area. Shop stewards are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.

## **6.3 NOTIFICATION TO THE COMPANY**

The Union shall notify the Manager, Labor Relations within 15 days after the effective date of this Agreement and furnish a complete list in writing containing the names of the financial secretary, Grievance/Negotiating Committee, and shop stewards. Such list shall designate the office held and the area each shop steward is assigned as provided in this Agreement. Thereafter, the Union shall notify the Manager, Labor Relations promptly, in writing, of any changes, and the Company shall not be obligated to recognize or deal with the financial secretary, Grievance/Negotiating Committee, or shop steward until receipt of written notification. All such notifications shall be on the official stationery of the Union. In such cases the Manager, Labor Relations shall give immediate recognition.

## **6.4 STEWARDS MUST HAVE SENIORITY**

Only employees who have seniority shall be eligible to serve as shop stewards or on the Grievance/Negotiating Committee.

## **6.5 STEWARD PROCESS GRIEVANCES IN THEIR AREA**

Shop stewards shall not handle any grievance arising outside of their respective areas except in the absence of a shop steward. In such an event, the shop steward assigned to the area nearest the absent shop steward's area shall be permitted to handle grievances in the absent shop steward's area in accordance with Article 7 of this Agreement.

**6.6 NO TRANSFER OF COMMITTEE PERSON**

A duly elected Grievance/Negotiating Committee person shall not be transferred from his assigned area of representation as long as there is work available therein which he has the ability to and is willing to perform, except by agreement between the Company and the Union; provided however, that no promotion shall result solely from his retention as a Grievance/Negotiating Committee person in such area. Committee persons are not considered transferred when they clock in and out in their assigned area of representation or participate in a TDY assignment.

**6.7 FULL TIME UNION REPRESENTATIVES**

Full time representatives of the Union shall have access to grievance meetings in Step III of the grievance procedure and to arbitration hearings. Such representatives shall have access to work areas with prior authorization of the Manager, Labor Relations.

**6.8 LOCKERS**

The Company will provide a locker, desk, or other means of safeguarding materials for the exclusive use of shop stewards and Grievance/Negotiating Committee.

## ARTICLE 7 GRIEVANCE PROCEDURE

### 7.1 GRIEVANCE POLICY

The parties agree that all complaints and grievances, monetary or otherwise, should be resolved, whenever possible, with the immediate supervisor and the employee involved. It is the intent and purpose of the parties to provide a fair and equitable procedure for the orderly settlement of all grievances. Both parties will make every effort to resolve all issues in a timely manner. All monetary grievance settlements will be paid within 2 pay cycles of the settlement.

**7.1 (a) DISCHARGE OR SUSPENSION** - A grievance arising out of discharge or disciplinary suspension must be filed with the Manager, Labor Relations or designee, within five (5) workdays after such discharge or suspension, and shall be processed in Step III.

### 7.2 GRIEVANCE DEFINED

The term "grievance" as used in this Agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this Agreement. Employees who have a complaint regarding pay, facilities or status changes (reclassification, location transfer, shift change, or displacement) are required to file a complaint (on a form provided by the Company) with the appropriate department prior to filing a grievance on the same subject. If a grievance is filed on one of these subjects prior to filing the appropriate complaint form, the grievance will be returned to the grievant without action. Should the Company fail to respond to the complaint within five (5) workdays, or the employee is dissatisfied with the response then the complaint shall be considered as a grievance at the second step of the grievance procedure.

### 7.3 STEP I

An aggrieved employee shall first present his grievance verbally to his supervisor, with or without his steward as the employee may determine within five (5) workdays after the grievance occurred, or the grievant should have diligently known. A grievance settled in Step I shall not be a precedent binding on other grievances. An employee having a grievance shall be given a reasonable time to take the grievance up with the shop steward during working hours without loss of pay to the employee. The supervisor must give the grievant (and steward if applicable) a verbal answer within five (5) workdays.

### 7.4 STEP II

If the employee is unable to resolve the grievance with his supervisor to his satisfaction, he may reduce it to writing on a form furnished by the Company, provided that the written grievance is signed by the employee and is filed with the employee's manager within five (5) workdays from the date of the Step I answer. No wage claim shall be valid for a period of more than 12 months prior to the filing of the grievance.

**7.4(a)** The Company will schedule a meeting in Step II within five (5) workdays from receipt of the grievance, to be attended by the grievant, the shop steward, a Grievance/Negotiating Committee person and persons designated by the Company. The persons attending the meeting on behalf of the Company and the Union have the responsibility and authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. A grievance settled in Step II shall not set a precedent binding on other grievances. If the grievance is not settled in Step II, the Company shall give a written answer to the Union within five (5) workdays after the Step II meeting.

## **7.5 STEP III**

If the grievance is not settled in Step II, a Grievance/Negotiating Committee person may process it to Step III by forwarding the grievance, and attachments or references, if any, to the Manager, Labor Relations (or his/her designee) through the Company's messenger service within five (5) workdays after the Company's Step II answer is received by the Union.

**7.5(a)** The grievance will be acknowledged, date and time of receipt indicated, and a copy will be returned to the Union Business Representative (or his/her designee) immediately. The grievance will be considered at the next Step III meeting of the Grievance/Negotiating Committee, provided the Company receives the grievance five (5) workdays prior to the Step III meeting. Grievances received by the Company after that time will be processed in the next following Step III meeting.

**7.5(b)** Step III meetings will be scheduled upon request of the Business Representative (or his/her designee) or the Manager, Labor Relations (or his/her designee). The requested Step III meeting shall occur within the next five (5) workdays.

**7.5(c)** The Union will request the grievant to attend the Step III meeting to discuss the grievance. The Company will ensure the appropriate manager/supervisor attends the meeting with the grievant. The grievant will then be excused from the meeting. Should the parties choose to caucus, they will then reconvene to discuss their positions and attempt to resolve the grievance.

**7.5(d)** The persons attending the meeting on behalf of the Company and the Union have the responsibility and authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal, or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. It will be indicated on the grievance answer form whether or not such settlement will set a precedent binding on other grievances. If the grievance is not resolved, the parties may mutually agree to extend, or the Company shall give a written answer to the Union within five (5) workdays after the Step III meeting.

**7.5(e)** A grievant or Grievance/Negotiating Committee person not on the clock when a Step III meeting is held will be allowed equivalent paid time off during their shift/workday immediately following the Step III meeting.

#### **7.6 REFERRAL TO ARBITRATION**

If the grievance is not settled, the Union may refer the grievance to arbitration, by filing a written notice to Labor Relations to arbitrate no later than the 16<sup>th</sup> calendar day of the month after the Company's Step III answer. The Union will request from The Federal Mediation and Conciliation Service a list of seven (7) impartial arbitrators provided however, that no grievance will be processed to arbitration unless written notice is received by the Company as noted above. Any notice to arbitrate not timely delivered to the Company shall be without effect, and the grievance process shall cease.

#### **7.7 FORM OF GRIEVANCE**

The written grievance shall set forth the complaint and remedy sought, the number of the article/section of the Agreement claimed as the basis of the grievance, and this, together with any accompanying statements, shall be dated and signed by the grievant and the shop steward presenting the grievance provided however, that the shop steward, a Grievance/Negotiating Committee person and the grievant may amend the grievance and the Company may amend the answer prior to the conclusion of Step III. After the conclusion of Step III, amendments may be made only by mutual agreement.

#### **7.8 TIME LIMITS**

Time limits may be extended only by written agreement of the Company and the Union prior to expiration of the time limitation. In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays, non-workdays and holidays shall not be counted.

**7.8(a)** Any grievance not timely filed shall be waived, and any grievance not timely answered in Step II may be forwarded by a Grievance/Negotiating Committee person to Step III. If the Company's Step II or Step III answer is not timely, the grievant shall be paid an additional fifteen (15) percent of any monetary award resulting from resolution of the grievance.

**7.8(b)** Step III grievances not involving monetary awards shall be automatically awarded to the grievant should the Company fail to answer the grievance in a timely manner.

#### **7.9 GROUPING OF GRIEVANCES**

When like grievances are filed by more than one employee, they may be grouped together and considered in Step III.

#### **7.10 INVOLVEMENT IN GRIEVANCE PROCESSING**

Employees, shop stewards and Grievance/Negotiating Committee persons involved in a grievance process shall make necessary arrangements with their respective supervisors and shall cooperate to expedite the process. Shop stewards and Grievance/Negotiating Committee persons shall be allowed to spend such time as necessary and reasonable in resolving grievances without deduction of pay, provided that no time shall be spent in soliciting grievances.

**7.11 POLICY GRIEVANCES**

Policy grievances may be filed in Step III. A policy grievance is defined as a grievance involving the interpretation, application, claim of breach or violation of the Agreement affecting the wages, hours or working conditions of a group of employees, including claims of unilateral implementation of new contract language and new job descriptions, as distinguished from a grievance affecting individual employees.

**7.12 PRIORITY GRIEVANCES**

Grievances filed by the Union concerning termination of Bargaining Unit employees and disciplinary action involving Union Representatives shall be presented directly in Step III and heard by the parties at the first available Step III meeting.

**7.13 NO RETROACTIVITY**

There shall be no retroactive application of the grievance procedure of this Agreement. Grievances which arose under the previous collective bargaining agreement will not be extinguished by the termination of that agreement, if otherwise timely, and can be processed under that agreement in the same manner as if it had not been terminated.

**7.14 PAST PRACTICES**

Past practices of Army Fleet Support's predecessor employers shall not be binding on the Company or the Union unless the Company and the Union agree in writing that a specific past practice is applicable.

## ARTICLE 8 ARBITRATION

### 8.1 SUBMITTED ON TIMELY NOTICE

A grievance may be submitted to an impartial arbitrator if the Union has given timely notice to arbitrate, as provided in Section 7.6. Upon mutual consent, more than one grievance may be submitted to an arbitrator.

### 8.2 SELECTING THE ARBITRATOR

The Union, upon giving notice to the Company of desire to arbitrate, shall then request the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators. Upon receipt of and from such list the parties shall choose the arbitrator within 10 days after receipt of such list, by alternately striking one name from such list until only one name remains, and that person shall be the arbitrator. (The right to strike the first name shall be determined by lot.) The arbitration hearing must be held within 60 days thereafter, if the selected arbitrator is available in that time frame and the arbitrator must render his award within 30 days after the close of the hearing. Either party may file a post hearing brief based on a schedule set by the arbitrator. If a brief(s) is filed, the hearing shall be considered closed on the date of the filing of the brief(s). The Company will reimburse the Union one-half the cost of the FMCS panel for grievances which are actually arbitrated or settled prior to arbitration. This payment will be made within 30 days of the arbitration hearing or settlement prior to arbitration.

### 8.3 LIMITATION OF ARBITRATOR'S AUTHORITY

The arbitrator shall consider only those issues, including any amendments that were made pursuant to Section 7.7, which have been properly carried through all steps of the grievance procedure. The arbitrator shall afford to the Company, the Union and the employee or employees involved a reasonable opportunity to present the evidence, witnesses and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his decision shall be confined to a determination of the facts and the interpretation or application of the specific provision of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting solely an arbitratable issue under this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or amend any provisions of this Agreement. The arbitrator shall have no authority to interpret any state or federal law when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. The arbitrator shall be bound solely by the evidence presented to him at the hearing and any arguments submitted at the hearing or in post hearing briefs. No new evidence may be submitted with the brief. The decision of the arbitrator shall be rendered as soon as practical after the hearing, but in no event beyond 30 days after the close of said hearing. The arbitrator's decision shall be final and binding on the Company, the Union and the employee or employees involved, subject to the limitations specified in the Agreement.

**8.4 LIMITATION ON PAST PRACTICES**

In reaching a decision under this Agreement, the arbitrator shall not admit into evidence nor in any way consider any past practices of any predecessor contractor on the Ft. Rucker contract, which occurred on or before December 1, 2003. This section can only be waived if both parties at the arbitration hearing clearly and expressly agree that any such past practices may be considered.

**8.5 SHARING OF FEES**

The compensation of the arbitrator for his services and expenses in connection with the case (or cases submitted to him if the parties mutually agree that more than one case may be submitted) shall be shared equally between the Company and the Union. Each party will bear the cost of presenting their own case. The cost of a court reporter and the transcript will be borne equally by the parties if both parties order a copy of the transcript.

**8.6 EXTENSION OF TIME LIMITS**

Time limits can be extended by mutual written agreement

**8.7 SUBMISSION OF NON-CONTRACT ISSUES**

The Company and the Union may mutually agree to submit any other questions other than those expressly provided for in this contract to the arbitrator for determination.

**8.8 EXPEDITED ARBITRATION**

Unresolved grievances referred to in Sections 7.11 and 7.12 shall be arbitrated on an expedited basis. The Company and the Union shall jointly submit a request for a panel of arbitrators as noted in Section 8.2 with the agreement to strike the panel within five (5) calendar days of receipt and schedule a hearing within 30 calendar days of the selection of an arbitrator. The selected arbitrator must be required to submit a decision within 30 calendar days of the hearing. The Company and the Union agree the arbitrator's decision shall be immediately implemented upon receipt.

## **ARTICLE 9 STRIKES, LOCKOUTS, AND WORK STOPPAGES**

### **9.1 NO STRIKES**

The Union, its officers and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work or any acts of any nature which would interfere with production and no picketing of any kind, whether predicated upon economic issues, alleged grievances, alleged contract violations, alleged unfair labor practices, sympathy for other employees of the Company or of any other employer, or otherwise. Failure or refusal on the part of any employee of the Company to comply with any or all provisions of this shall be sufficient grounds for penalty or discharge. Employees shall not be disciplined for refusing to cross a picket line at the entrance to Fort Rucker if a reserved gate has not been established. 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.

### **9.2 RESPONSIBILITY FOR ACTS**

The responsibility of the Company or the Union for acts of employees, members or other persons shall depend upon the agency of such persons.

## ARTICLE 10 HOURS OF WORK

### 10.1 NO GUARANTEE OF HOURS

The purpose of this Article is to define the normal hours of work, but nothing in this Agreement shall be construed as a guarantee of hours of work for any period.

### 10.2 WORKDAY DEFINED

The employee's assigned workday for each shift (except third shift) shall consist of eight (8) hours, exclusive of lunch for each shift in the 24 consecutive hour period following his assigned starting time of his respective shift on his first scheduled workday except as otherwise provided in Section 10.5.

### 10.3 CALENDAR DAY DEFINED

The calendar day worked for the respective shifts shall be determined as of the day the first shift starts to work.

### 10.4 WORKWEEK DEFINED

The employee's assigned workweek shall begin with the starting of the employee's first 24 hour period as defined in Section 10.2 and shall end 168 hours later.

**10.4(a)** Employees will not have their workweek changed for TDY assignments of seven (7) days or less.

**10.4(b)** Employees' change of shift, workweek and starting time assignments will be made effective on Mondays.

### 10.5 REGULAR AND ODD WORKWEEK DEFINED

The "regular" assigned workweek shall consist of 40 hours, five (5) consecutive days, beginning on Monday. The "odd" assigned workweek shall consist of 40 hours, five (5) consecutive days beginning on a day other than Monday. The third shift shall consist of 40 hours with a paid one-half (1/2) hour lunch period per day.

### 10.6 SHIFTS DEFINED

Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift: Beginning at or after 5:00 a.m. but before 11:00 a.m.

Second Shift: Beginning at or after 11:00 a.m. but before 6:00 p.m.

Third Shift: Beginning at or after 6:00 p.m. but before 5:00 a.m.

**10.7 REST PERIODS**

Employees will be allowed one scheduled 10 minute rest period before and one 10 minute rest period after lunch in each complete scheduled workday; the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period, and will attempt to establish the second rest period approximately mid-way between the lunch period and the end of the shift. Employees required to work overtime shall be entitled to take a 10 minute rest period prior to starting overtime and the regularly scheduled rest period on the shift where the overtime is worked after working the second hour of overtime. Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period. Employees will be allowed to clean up their workstations five (5) minutes prior to the end of the shift.

**10.8 TARDINESS DEFINED**

The Company will use one-tenth of an hour (6 minutes) as a unit in computing tardiness. If an employee clocks "in" from one (1) to six (6) minutes late, the employee will lose one-tenth of an hour (6 minutes); any tardiness beyond six (6) minutes, the regular procedure of computing the time in multiples of six (6) minute intervals will apply. Employees shall not be required to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

**10.9 EARLY STARTING**

When an employee arrives at the plant earlier than the normal starting time for his shift, the employee shall not record time on his clock card prior to 15 minutes before the shift starting time. No payment will be made for early starting unless the supervisor has requested in writing that the employee start to work at a time earlier than the normal starting time and such time is approved. Without a prior written request of the supervisor, the employee will not start to work prior to his scheduled starting time.

**10.10 TIME CARDS**

Should an employee fail to punch his time card, such employee will bring the matter to the attention of his supervisor and the employee will be required to prove to the supervisor that he was at work during any time for which the employee wants credit. The card must bear the "O.K." of the supervisor before any such credit is given. No employee shall clock in or out any other employee's time card, and no employee shall clock in and out on more than one (1) time card per shift.

**10.11 READY FOR WORK**

An employee shall be expected to be at his workstation ready for work at the beginning of his shift and is to continue working until the end of said shift.

**10.12 REPORTING PAY**

An employee who is scheduled and reports for work at the scheduled time without having been notified, by documentable and verifiable means, not to so report, shall be given four (4) hours work of any type which is available, or if no such work is available, he shall be given four (4) hours pay at his applicable rate; provided, however, that if work is not available as a result of circumstances beyond the control of the management, the Company shall not be so obligated, such as: natural disasters, flood, snow, tornado, power outages or other like conditions affecting driving and working conditions or when the Army closes the post. If a supervisor instructs an employee to report to work his next scheduled shift he will be paid a minimum four (4) hours pay.

**10.13 CALL BACK PAY**

An employee who is called and reports back for work after he has completed his regularly assigned shift and departed from the premises shall receive a minimum of four (4) hours pay at his applicable rate, unless such work is to be performed immediately before and in conjunction with the employee's next shift as provided in Section 10.15. If there is less than four (4) hours work available and the employee opts to leave, he shall be paid only for the time worked.

**10.14 CALL IN PAY**

When an employee is not scheduled and is called and reports for work, outside his scheduled workweek, he shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable rate except when the employee opts to leave when the work is completed.

**10.15 EARLY STARTING TIMES**

If an employee is specifically notified and scheduled to start work four (4) hours or less before the starting time of his regularly scheduled shift, within his assigned workweek as set forth in Section 10.4, he shall be given the opportunity to remain at work until the end of his regular shift.

**10.16 LUNCH PERIODS**

Lunch period will be established and designated by the Company for periods ranging from 30 minutes to one hour, at approximately the midpoints of the shifts, in keeping with sound plant practices and efficiency.

## ARTICLE 11 OVERTIME

### 11.1 OVERTIME ELIGIBILITY

The Company will, insofar as it is practical and with due regards to production, equalize overtime among employees regularly assigned to and working in the same classification on the same shift and overtime project. Employees must have the necessary qualifications as defined by Section 4.2 (other purposes) to be eligible for overtime. Maintenance Test Pilots must be qualified and current in the type and model aircraft causing the overtime, and must meet crew rest requirements. Employees allowed to return to work on restricted or light duty must obtain a Return to Work Slip from Personnel. The Return to Work Slip will state that the employee is not entitled to work overtime until the restriction is lifted in writing by his doctor. The employee will present the Return to Work Slip to his supervisor who will note the restriction on the employee's overtime record. The employee may not volunteer or be assigned any overtime until the restriction is lifted. Employees working with restrictions or on light duty will be charged the number of hours available to him had he not been restricted or on light duty. Employees with permanent restrictions must consult with the Human Resources Office regarding overtime accommodations. Available overtime will be equalized at the time overtime is offered in accordance with the following procedure:

### 11.2 OVERTIME PROJECTS/ROSTERS/RECORDS

**11.2(a)** Overtime records will be maintained within each overtime project and may be reviewed by appropriate shop stewards, Committee person and assigned employees upon request.

**11.2(b)** When changes occur, rosters will be updated and posted at a designated area for each overtime project on first shift no later than 1100 hours and by the end of lunch break on second and third shifts, and the Company will assure that the roster is updated and correct, prior to polling for overtime. Employees are responsible to review their time on overtime rosters, and to advise their supervisor of any discrepancy noted. The steward or a Committee person may also report discrepancies. The Company will correct errors on the overtime roster immediately upon verification, and is not responsible for overtime scheduling errors unless an identified error is not corrected. If the error is verified and not corrected, the provision of Section 11.19 does not apply.

**11.2(c)** The Company and the Union Grievance/Negotiating Committee will discuss and attempt to resolve any issues that arise as a result of a Company proposed change in overtime projects. Should an issue not be resolved, the Union Grievance/Negotiating Committee can appeal the overtime project change to the next level of management for a determination prior to the implementation of such change.

**11.2(d)** Overtime rosters will be updated when changes occur for hours worked or refused Monday through Thursday, with the exception of holidays. For the purpose of scheduling overtime on weekends (including sixth and seventh workdays), Christmas Eve and Christmas Day, New Years Eve and New Years Day, holidays, and long weekends as a result of holidays falling on or being observed on the day before or the day after a weekend, all overtime hours worked through the scheduled workday before the day weekend overtime is scheduled will be posted to the roster and the relative position of each employee on the overtime roster will be frozen until the first scheduled regular workday after the weekend.

**11.2(e)** Employees refusing any overtime will initial the worksheet or the overtime roster prior to leaving work for the day; or if not at work, on his next scheduled work day.

**11.2(e)(1) OVERTIME WAIVERS** - Employees who do not wish to compete for overtime may file a waiver. However, such employees will be charged with all available overtime and will remain in the pool of employees for scheduling purposes. Overtime waivers may be revoked after 90 days by filing a revocation with the supervisor. Employees have the option of revoking overtime waivers upon any change in status.

### **11.3 PREMIUM PAY**

There shall be no pyramiding of premium or overtime pay, and nothing in this Agreement shall be construed to require the payment of premium or overtime pay more than once for the same hours worked. When more than one premium or overtime rate applies, the highest rate will be used.

**11.3(a)** Overtime will be paid at the rate of one and one-half times the regular rate of pay as follows:

**11.3(a)(1)** For all authorized hours worked in excess of eight (8) hours worked in any regular workday, or in excess of 40 hours worked in the employee's assigned workweek, for which overtime has not previously been paid.

**11.3(a)(2)** For all authorized work performed on the sixth workday during the employee's assigned workweek.

**11.3(b)** Overtime will be paid at the rate of two (2) times the regular rate of pay as follows:

**11.3(b)(1)** For all authorized work performed on the seventh day during the employee's assigned workweek.

**11.3(b)(2)** For all authorized hours worked in excess of 12 hours in any workday.

**11.3(b)(3)** For all authorized work performed on a recognized holiday addition to the straight time holiday pay, as provided in Article 12.

#### **11.4 CHARGING OVERTIME**

**11.4(a)** All overtime will be charged in one-hour increments; all partial hours offered or worked will be dropped. Overtime hours will be charged on the overtime records based on the rate an employee is paid or would have been paid had he worked the available overtime offered, as follows:

**11.4(a)(1)** Time and one-half the actual hours worked will be charged on the record for all hours in which the employee is paid time and one-half his regular rate of pay;

**11.4(a)(2)** Two times the actual hours worked will be charged on the record for all hours in which the employee is paid two times his regular rate of pay;

**11.4(a)(3)** Employees who refuse to work overtime but are subsequently scheduled and/or volunteer and do work that overtime shall be charged the number of hours refused and also the number of hours worked at the rate specified in (1) or (2) above.

**11.4(b)** An employee who has not worked his full shift, due to a partial day's absence and is at work when the overtime is offered/scheduled, will be polled and may be scheduled for overtime, in accordance with the overtime hours on the overtime roster, and will be charged only with the number of hours which qualify for premium pay.

**11.4(c)** If an employee is scheduled to, and does attend, a joint function involving both the Union and the Company, that employee, at his option, will not be charged for declining to accept voluntary overtime and will not be scheduled to work the overtime that interferes with his attendance at such meeting.

#### **11.5 DEFINITIONS**

**11.5(a)** Scheduled overtime is defined as overtime that is scheduled in advance while eligible employees are at work, except for scheduling 6<sup>th</sup> and 7<sup>th</sup> workday overtime and holiday overtime under Sections 11.16(a)(1) and 11.16(b)(1).

**11.5(b)** Call-in overtime is defined as overtime that is scheduled while eligible employees are not at work.

#### **11.6 WHEN OVERTIME IS CHARGED**

**11.6(a)** All overtime worked will be charged on the overtime records.

**11.6(b)** All scheduled daily overtime offered to an employee will be charged on the overtime record, provided the employee has received at least two (2) hours advance notice of the starting time of the scheduled overtime.

**11.6(c)** All scheduled 6<sup>th</sup> and 7<sup>th</sup> workday and holiday overtime offered to an employee will be charged on the overtime records.

**11.6(d)** Overtime hours paid as a result of a grievance settlement will be charged on the overtime records upon approval of the Manager, Labor Relations, or designee at the time received by the supervisor.

## **11.7 WHEN OVERTIME IS NOT CHARGED**

**11.7(a)** Employees are not charged for refusing scheduled daily overtime offered when they receive less than two (2) hours advance notice of the starting time of the scheduled overtime. Employees will not be charged on the overtime roster for declining overtime offered outside of their assigned overtime project whether temporarily or permanently assigned.

**11.7(b)** Employees are not charged for any scheduled overtime hours when they are not offered the overtime due to being absent from work when the overtime is offered.

**11.7(c)** Employees are not charged for any call-in overtime hours when they do not work the available overtime for any reason.

**11.7(d)** Employees are not charged for any overtime offered if the overtime is canceled.

**11.7(e)** Premium hours paid as a result of an employee backing into his previous workweek or workday is not charged on overtime records.

## **11.8 EMPLOYEES ON VACATION**

Employees on vacation are eligible for call-in overtime. An employee who works overtime while he is on vacation or immediately prior to returning from vacation, shall be paid at the appropriate rate.

## **11.9 PROBATIONARY EMPLOYEES**

A probationary employee will not compete for, nor work overtime until all permanent and temporary seniority employees in the same classification assigned on the same shift and location have been offered the overtime. Upon completion of his probationary period, an employee will be given one hour more than the highest employee in his classification and overtime project to which he is assigned.

## **11.10 RECLASSIFICATION**

Upon reclassification, the employee will be given the average number of hours of the overtime project and classification to which he is assigned as of the date of the assignment.

**11.11 ABSENCE OVER 30 DAYS**

An employee on leave of absence as defined in Article 5, and/or indefinite layoff in excess of 30 days will have his overtime hours recomputed to the average of the overtime project to which he is assigned upon return, but in no case will his hours be reduced.

**11.12 PERMANENT OVERTIME PROJECT TRANSFERS**

**11.12(a)** Overtime project transfer slips which reflect overtime hours charged on the overtime record will be issued to an employee when he is permanently transferred from one overtime project to another. His overtime hours will be transferred with him to the project he is transferring to on the date of transfer. Employees are responsible for updating the overtime project transfer slip to include any overtime offered or worked after the transfer slip is issued. The employee is responsible for checking the overtime record to ensure that he and his overtime hours are correctly and timely entered on the overtime record and must initial the record.

**11.12(b)** An employee permanently transferred from one overtime project to another will be placed on the overtime record in the overtime project to which he is transferred and will simultaneously be removed from the record from which he was previously assigned.

**11.13 TEMPORARY OVERTIME PROJECT TRANSFERS**

**11.13(a)** Employees will be given temporary transfer slips at the time of temporary transfer (if the transfer is for more than one workday), which will reflect the period of time to be transferred. Employees will be considered to be permanently transferred after working ten consecutive workdays in a different overtime project at the same field location and shift unless such transfer is made permanent sooner.

**11.13(b)** An employee temporarily assigned to an overtime project will retain his position on the overtime record in his regularly assigned project.

**11.13(c)** An employee temporarily assigned to another overtime project at the same location and shift will be offered daily overtime and may be scheduled in his permanent overtime project during temporary assignment.

**11.13(d)** An employee temporarily assigned to a different location or shift will be offered available overtime in his permanent overtime project on his 6<sup>th</sup> and 7<sup>th</sup> workday only. An employee temporarily assigned to a different location or shift will not be offered daily overtime in his permanent overtime project during the temporary assignment. An employee temporarily assigned to a different location or shift will be offered daily overtime in his temporary overtime project after all permanent assigned employees have been offered the overtime. Since a temporary assigned employee is the last person to be offered overtime, he is the last employee to be scheduled to work overtime in the temporary project.

**11.13(e)** An employee temporarily transferred from one overtime project to another will be entitled to overtime in the overtime project to which he is temporarily transferred only after all regularly assigned seniority employees in the project are given an opportunity to work.

#### **11.14 TELEPHONE**

**11.14(a)** Employees must list a telephone number with their supervisor where they can be reached to compete for call-in overtime. Employees who do not list a telephone number with their supervisor where they can be reached are not entitled to call-in overtime or report pay when overtime is canceled.

**11.14(b)** Employees will normally be notified of call-in overtime and overtime cancellations by telephone.

**11.14(c)** Telephone calls will be made by a supervisor or designated representative. Calls will be logged to indicate the time and date the call is made. Employees who cannot be contacted by documentable and verifiable means will be bypassed.

#### **11.15 ENTITLEMENT TO OVERTIME**

Prior to shift overtime time will be considered as “yesterdays” overtime for purposes of both the overtime roster and for accounting purposes.

**11.15(a)** Daily overtime prior to shift in conjunction with the beginning of a shift will be offered as follows:

**11.15(a)(1)** Scheduled overtime prior to a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are present at work at the time the overtime is scheduled and who are scheduled to work a regular shift on the day the overtime is to be worked.

**11.15(a)(2)** Call-in overtime prior to a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are scheduled to work a regular shift on the day the overtime is to be worked.

**11.15(a)(3)** The four (4) hour call-in pay provision does not apply to any overtime that is worked prior to shift in conjunction with the regular shift.

**11.15(b)** End of shift overtime will be offered as follows:

**11.15(b)(1)** Scheduled overtime at the end of a shift will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are at work at the time the overtime is offered, and who are available to start work when the overtime is scheduled to start.

**11.15(b)(1)(a)** Employees who are at work when the overtime is offered, but who would have to clock out at the end of their shift and depart the premises, and clock back in at the time the overtime starts are not included in the group to be offered overtime.

**11.15(b)(1)(b)** Employees who are working on regular time at the time the overtime starts, and those employees who have already clocked out and left the premises when the overtime is offered are not included in the group to be offered overtime.

**11.15(b)(1)(c)** An employee with less overtime hours who becomes available for overtime after the overtime has begun will not be allowed to displace another employee from his overtime assignment.

**11.15(b)(2)** Work in progress. Any work assigned to, partially completed, but still in progress by an employee or group of employees, which would result in an excessive loss of production time to tie-in or instruct other employees on the status of the work completed or remaining to be done, may be continued by employee(s) who have been performing the work, if the work is continued in the same day.

**11.15(b)(3)** Call-in overtime after the shift has ended will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record.

**11.15(c)** Employees in an overtime project in the same classification with the same number of hours charged on the overtime record will be offered overtime by seniority.

**11.15(d)** An employee may indicate his desire to be by-passed for overtime by so initialing the overtime roster when posted. If overtime is anticipated, the overtime roster will be posted before the first break period and removed at the end of the lunch period.

## **11.16 SCHEDULED OVERTIME ON NON-WORKDAYS**

**11.16(a)** 6<sup>th</sup> and 7<sup>th</sup> workday overtime will be offered on the last regular scheduled workday before the 6<sup>th</sup> and 7<sup>th</sup> workday as follows:

**11.16(a)(1)** Scheduled overtime for the 6<sup>th</sup> and 7<sup>th</sup> workday will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are at work when the overtime is offered. Employees who have completed their regular shift and left for the day on the day 6<sup>th</sup> and 7<sup>th</sup> workday overtime is offered are considered “at work” and are included in the group to be offered overtime. Employees who are on temporary layoff on the day 6<sup>th</sup> and 7<sup>th</sup> workday overtime is offered, will be considered “at work” and will be offered overtime.

**11.16(b)** Holiday overtime will be offered on the last regular scheduled workday before the holiday as follows:

**11.16(b)(1)** Scheduled overtime for a holiday will be offered to employees in the classification and overtime project that have the lowest number of overtime hours according to the overtime record who are at work at the time the overtime is offered. Employees who have completed their regular shift and left work for the day on the day holiday overtime is offered are considered “at work” and are included in the group to be offered overtime. Odd workweek employees are considered “at work” on their 6<sup>th</sup> and 7<sup>th</sup> day for the purpose of scheduling holiday overtime.

**11.16(c)** Employees on TDY are not considered at work for purposes of this until they report to work on their regular shift at their regular location upon returning from TDY.

**11.16(d)** On weekends or holidays, if 12 or more aircraft are required on the AM flight period, the first shift scheduler will be offered the overtime. If 12 or more aircraft are required in the PM or N1 flight periods, the second shift schedulers will be offered the overtime. If 12 or more aircraft are required in N2 flight period, the third shift scheduler will be offered overtime. Stand-by, RON, Static Displays and Center Fleet are excluded from these figures.

#### **11.17 CALL-IN OVERTIME ON NON-WORKDAYS**

**11.17(a)** Call-in overtime for the 6<sup>th</sup> and 7<sup>th</sup> workday will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record who are not normally scheduled to work the day the overtime is to be worked.

**11.17(b)** Call-in overtime for holidays will be offered to employees in the classification and overtime project who have the lowest number of overtime hours according to the overtime record.

**11.17(c)** Call-in overtime for holidays and 6<sup>th</sup> and 7<sup>th</sup> workdays will be offered within a shift period as defined in Section 10.6, to those employees regularly assigned to that shift provided they are contacted at least two (2) hours prior to the end of their shift period. Employees called in under this must clock in prior to the end of their shift period or will not be eligible for work.

**11.18 OVERTIME SCHEDULING OPTIONS**

If there are not sufficient volunteers within a classification and overtime project to work available overtime, including those in the same classification who are temporarily assigned to the project, or if all available employees within the classification and overtime project are working overtime, the Company may (1) require the low overtime employee(s) in the classification and overtime project to work; since a temporary assigned employee is the last person to be offered overtime, he is the last employee to be scheduled to work overtime in the temporary project, except for those employees who decline due to having in their possession, documentable and verifiable medical appointments; or (2) offer the overtime to the low overtime employee(s) in the same classification in another overtime project on the same shift and location; or (3) offer the overtime to the low overtime employee(s) in the same classification within the same overtime project on another shift, at the Company's option.

**11.18(a)** See Section 11.9 pertaining to probationary employee's entitlement to overtime.

**11.19 MISASSIGNMENTS OF OVERTIME**

If, at the time the overtime is offered, the employee offered the overtime is not more than six (6) hours higher than the employee who should have been offered the overtime, the misassignment will not be subject to the grievance and arbitration procedure. The Company's maximum liability under this is limited to the number of overtime hours worked by the employee who was misscheduled. Corrections will be made on a one-on-one basis. Any overtime misassignment known in advance and not reported to the supervisor will not be grievable. If the misassignment involves the selection of the wrong employee from a correct overtime roster, and the employee, steward or Committee Person reports the misassignment before the overtime is worked, the six (6) hours does not apply.

**11.20 ZEROING OUT OVERTIME ROSTER**

All employees will be credited with zero overtime hours on the second Monday immediately following ratification of this Agreement, and on the first Monday in January of every year thereafter.

## ARTICLE 12 HOLIDAYS

### 12.1 RECOGNIZED HOLIDAYS

The Company recognizes the following 12 holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

### 12.2 ADDITIONAL HOLIDAYS

In addition to the holidays listed above, the Company will observe any holidays declared as a legal holiday by Congress, the President or military authority and observed by the military where government employees are paid. (Example: "Moon Day", Eisenhower's death, etc.). Such holiday and observance shall be handled the same as a recognized holiday. If there is a military holiday for which government employees are not paid, which would otherwise require an employee to lose a day's pay, he may take one day of accrued personal leave or vacation leave, if available.

### 12.3 WHEN HOLIDAYS FALL ON WEEKENDS

With the exception of the Christmas Eve, Christmas Day, New Year's Eve and New Year's Day holidays, whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed as the regular holiday, and except as noted above, whenever one of the above holidays falls on Saturday, the Friday immediately preceding shall be observed as the regular holiday if officially declared a legal holiday and generally observed by the military at Fort Rucker. Said holiday falling on Saturday or Sunday and observed on the preceding Friday or following Monday shall be considered the regular holiday.

### 12.4 HOLIDAY PAY

An employee on the active payroll of the Company shall, if otherwise eligible, receive eight (8) hours holiday pay at his regular rate of pay. In order to be eligible to receive holiday pay, an employee must have worked, or been excused his scheduled shift on his last workday immediately preceding such holiday and his scheduled shift on his first workday immediately following such holiday. An employee shall not receive holiday pay if the holiday occurs while he is on a leave of absence, or while he is on indefinite layoff.

### 12.5 WORK IF SCHEDULED

If work is scheduled for any holiday and an employee is notified but fails to work as scheduled, unless excused there from, he shall not receive holiday pay for said holiday.

### 12.6 COMPANY DETERMINES IF THERE IS WORK

The Company may, at its option, observe the above recognized holidays by closing the facilities or scheduling work on holidays.

### 12.7 HOLIDAYS DURING VACATION

If one or more of the above holidays occurs while an employee is on an authorized vacation, he shall receive pay for such holiday or holidays as specified in this Article. However, employees who take vacation leave during periods of medical leave (IAW Article 25.8) are not eligible for holiday pay unless the vacation was scheduled prior to the date the medical leave (IAW Article 25.8) of absence began.

**12.8 ODD WORKWEEK IMPACT**

An employee working an odd workweek schedule shall be permitted to observe, without pay, if he desires his next regular workday or workdays for consecutive holidays, except Christmas Eve, Christmas Day, New Years Eve, and New Years Day, if said holiday(s) should occur on his regular day(s) off. Notice will be given to the Company at least two (2) workdays prior to said regular day(s) off if the employee desires an alternate holiday.

## ARTICLE 13 BULLETIN BOARDS

### 13.1 COMPANY PROVIDED

The Company agrees to provide bulletin boards to be mutually agreed upon by the Company and the Union for exclusive use of the Union at appropriate places in the plant for the purpose of legitimate business of interest to the employees as follows: (a) notice of meetings, (b) notice of official Union elections and results, (c) notice of official Union appointments, (d) notice of Union recreational and social affairs, and (e) any other notice which must be specifically approved in writing by the Manager, Labor Relations or designee.

### 13.2 SHOP STEWARDS RESPONSIBLE FOR UP KEEP

It shall be the responsibility of the shop steward, Committee person, or Union officer to post authorized notices and such notices shall include only those specified above. The shop steward shall obtain permission from his supervisor immediately prior to posting such notices outside of designated break or lunch times. Such notices shall have suspense dates and shall be removed accordingly by the shop steward.

## ARTICLE 14 VACATION LEAVE

### 14.1 FISCAL YEAR BASIS

Vacation leave shall be computed and scheduled on a fiscal year basis (October 1 through September 30). Vacation leave for seniority employees shall be computed as of October 1 of each year in accordance with their credited service in the preceding fiscal year, but in no event shall an employee accrue more than six (6) weeks vacation leave with 240 hours pay. Vacation leave must be taken during the fiscal year following the fiscal year in which it is earned. Vacation leave cannot be taken during the fiscal year in which it is earned.

### 14.2 VACATION CREDITS

Vacation leave will be credited to the employee's vacation account during the first week of each month, provided the employee worked at least 80 hours during the preceding month. Authorized military leave for annual training of fifteen (15) days or less, paid vacation leave, authorized military leave for disaster relief, paid personal leave, jury duty leave, paid holidays, temporary Christmas layoff, and time spent by the Union Grievance/Negotiating Committee on Union business and the first five (5) years of absences due to compensable injuries as defined by Workers' Compensation Act of Alabama will be considered as hours worked for the purpose of computing credited service for vacation leave purposes.

### 14.3 SENIORITY STATUS REQUIRED

Following successful completion of their probationary period, employees will be credited with earned vacation from date of hire. Employees must acquire seniority status before being eligible to take vacation earned for any vacation year.

### 14.4 ADVANCE PAY

Vacation pay will be advanced to the employee at the start of his vacation period, provided prior notice of two (2) weeks is given to his immediate supervisor in writing, unless an employee has less than two (2) weeks notice of the start of his vacation, in which event one-week notice may be given.

### 14.5 IF VACATION IS CANCELED

If an employee's scheduled vacation is canceled by the Company and the employee is not permitted to reschedule his vacation before the end of his vacation year because of production requirements, he shall receive vacation pay in lieu thereof, at his regular rate of pay in effect at the end of such vacation year, or he will be allowed to rollover the hours canceled by the Company to the following year.

**14.6 VACATION PAY AT TERMINATION OR LAYOFF**

In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused vacation leave earned as of the date of termination. An employee will receive vacation leave credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours in that month. Employees who displace other employees in a classification and ultimately get displaced by classification and are laid off will be paid for accrued leave at their rate of pay on the effective date of the initial layoff, provided the affected employees are laid off within 15 consecutive days from the initial layoff. Employees whose employment is extended beyond 15 days to meet contract requirements will be paid for accrued leave at their rate of pay on the effective date of the initial layoff.

**14.7 CREDIT IN MONTH OF TERMINATION**

A seniority employee will receive vacation credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours of credited service for that month, computed in accordance with Section 14.2.

**14.8 ACCRUAL RATES**

Employees will accrue vacation credits at the following rates:

VACATION LEAVE ACCRUAL RATES	HOURS ACCRUED PER MONTH
Less than 8 years seniority	6.6667
8 years but less than 12 years seniority	10.0000
12 years but less than 17 years seniority	13.3333
17 years but less than 22 years seniority	16.6667
22 or more years seniority	20.000

**14.8(a)** Employees will be allowed to carryover up to 40 hours of vacation leave per year.

**14.9 VACATION SCHEDULES**

Before September 1, the Company will determine the number of employees by classification and overtime project who, based on program requirements, may be granted vacation for each week during the one (1) year vacation period beginning October 1. The Company will set up tentative vacation schedules based on the employees' seniority and production requirements, attempting to meet the desires of the employees for taking a vacation when possible. A "scheduled vacation" under this Article is vacation scheduled in 40-hour increments in October of each year. Employees will be allowed to schedule two (2) weeks vacation on the first round of scheduling, another two (2) weeks on the second round of scheduling, then the remainder in 40-hour increments on the third round of scheduling. All vacation under this paragraph will be scheduled in 40-hour increments. An employee may leave up to 120 hours, including the 40.0 hours referenced in 14.8(a), to be used under Section 14.11. If a dispute arises among employees in the same job classification and overtime project as to the time of taking a vacation, seniority shall prevail.

**14.10 LIMITATIONS ON SCHEDULING**

Vacation schedules will provide that at least one-twelfth, including those on military leave, by classification and overtime project, will, if requested, be on vacation each week during June, July, August and September.

**14.10(a)** In a classification with populations of four (4) or less employees on each shift in an overtime project at a location, the classification on the shifts may be combined, and the most senior of the combined group requesting vacation will be scheduled, so that at least one employee may be on vacation at all times during the months of June, July, August and September.

**14.11 RESERVED VACATION HOURS**

Employees with accrued vacation reserved after vacation is scheduled under Section 14.9 will have the following options:

**14.11(a)** He may sell all reserved hours at his regular rate in effect on January 20. He must advise the Company of his decision to sell on or before January 20 of each year, and will be paid for the hours sold on the paycheck received following the first full pay period in February.

**14.11(b)** Any vacation reserved but not sold under Section 14.11(a) above may be used in any increments at the employee's option, production requirements permitting. All such vacation not used by September 30 will be paid at the employee's regular rate in effect on September 30. Vacation will be scheduled under Sections 14.13, 14.14(c) or 14.15, as applicable.

**14.12 SEVEN CONSECUTIVE DAYS**

Definition of a Week's Vacation:

A week's vacation is seven consecutive 24 hour days which begins at the employee's assigned starting time on the first day of his workweek and ends 168 hours later. Return from a week's vacation shall be at the end of the 168 hour period unless affected by a holiday as provided in Article 12, or unless notified to report otherwise.

**14.13 SPLIT VACATIONS**

An employee may split his vacation weeks or take all weeks consecutively, except as otherwise provided in Section 14.9, or may take less than one week as authorized in Section 14.15. When less than one week is taken, vacation leave approval will depend upon production requirements, but seniority and length of vacation will be the determining factor for preference in accordance with Section 14.15.

**14.14 RESCHEDULING VACATION**

Vacations will be rescheduled during the vacation year as follows:

**14.14(a)** Scheduled vacations will be approved four (4) weeks before the scheduled vacation dates and will not be subject to the rescheduling process in this section except when necessary due to production requirements or a bona fide emergency situation affecting employees and their availability for work. Shift changes will not be made solely for the purpose of permitting an employee to take his vacation during a preferred vacation date. Unscheduled vacations do not compete with scheduled vacations.

**14.14(b)** An employee transferring to a vacation (overtime) project may displace lower senior employees in that project to obtain preferred scheduled vacation slots. Affected employees will have the same rights.

**14.14(c)** Should the Company increase the number of scheduled vacation slots for one (1) or more weeks within a vacation (overtime) project or should vacant vacation slots become available for any reason, the slots will first be available to employees by seniority with scheduled vacation under Section 14.9 for a period of 15 days. An employee returning from TDY who did not take scheduled vacation while on TDY will compete for vacant slots under this section. After 15 days, the slots may be claimed by employees with reserved vacation under Section 14.11. Once claimed, it will be treated as scheduled vacation. Among employees with reserved vacation claiming available slots, longer vacations will receive preference over shorter vacations; vacation requests of equal length will be assigned to the most senior employee by classification and overtime project.

**14.14(d)** Should the Company reduce the number of scheduled vacation slots for one (1) or more weeks within a vacation (overtime) project, affected employees may displace lower seniority employees for preferred scheduled vacation slots. Likewise, such displaced employees will have the same rights.

**14.14(e)** Should an employee break a full week of scheduled vacation, only an employee with a full week of scheduled vacation may compete by seniority to displace that employee with the broken week. The employee with the broken week will be required to reschedule the broken week at a time which does not conflict with the desires of any employee with a full week.

**14.14(f)** Should the Company at any time find the vacation rescheduling process in accordance with the above guidelines to be impractical, the Company may at its option reschedule the total vacation (overtime) project following the same considerations as in the original scheduling.

**14.15 LESS THAN FULL WEEK**

Less than full weeks of vacation may be arranged outside the normal vacation schedule, as production requirements permit, on notice of one week or less, but will not be confirmed until the last workday before the first vacation day. When approving such vacations, priority will first be given to the longer period requests and then to employees with equal length requests in accordance with seniority.

**14.15(a)** Employees who are granted one (1) or more vacation days during unscheduled periods will identify which scheduled vacation week is to be adjusted. All adjustments must be made to the same week until all days in that week are removed from the schedule. No scheduled weeks can be broken until all reserved vacation under section 14.11 has been taken.

**14.16 LESS THAN EIGHT HOURS**

An employee with less than 8 hours vacation leave may receive leave without pay to cover the remainder of the day or he may work the remainder of the day, not to exceed eight (8) hours within the employee's regular scheduled shift.

**14.17 IN LIEU OF TEMPORARY LAYOFF**

Employees may take accrued vacation leave for any absence due to temporary layoff.

**14.18 PRIOR SERVICE CREDIT**

An employee's previously established and unbroken continuous service with prior contractors on this contract and with the Company will be used in computing an employee's credited service for vacation accrual purposes.

**14.19 MAINTENANCE TEST PILOT'S NON-PAID VACATION**

A Maintenance Test Pilot with three (3) years or more seniority may request, and may be granted, production requirements permitting, one additional week of vacation leave without pay, if his absence does not cause cancellation of a less senior Maintenance Test Pilot's scheduled vacation or cause more than one (1) Maintenance Test Pilot at each field to be on vacation, vacation leave without pay, and/or military leave at one time. Vacation leave without pay will not be scheduled until after all of the employee's vacation leave with pay has been taken. Vacation leave without pay will be computed for automatic increases according to Section 19.6. Preference for scheduling vacation leave without pay will be according to seniority of Maintenance Test Pilots who are eligible for and seeking such leave.

**14.20 COUNTED AS TIME WORKED**

Paid vacation leave will be counted as time worked.

**14.21 ONE-TENTH HOUR INCREMENTS**

Employees may take accrued vacation leave in one-tenth hour increments.

**14.22 BASIS OF ACCRUAL**

All paid leaves will be counted as time worked for accrual of vacation leave.

## ARTICLE 15 PERSONAL LEAVE

### 15.1 ACCRUAL RATE

An employee will accumulate personal leave at the rate of six (6) hours per month, credited to the employee's personal leave account on the first day of each month, provided the employee worked at least 80 hours during the preceding month. Authorized military leaves for annual training of 15 days or less, paid vacation leave, authorized military leave for disaster relief, paid personal leave, jury duty leaves, holidays, temporary Christmas layoff, time spent by the Union Negotiating Committee on Union business, and the first five (5) years of absences due to compensable injuries as defined by the Worker's Compensation Act of Alabama will be considered as hours worked for the purpose of computing credited service for personal leave.

### 15.2 AFTER PROBATION

After 90 days of employment, an employee will have credited to his personal leave account any earned personal leave from date of hire.

### 15.3 CARRY OVER

One time the annual accrual rate, or a maximum of 72 hours personal leave, may be carried over to the following year. Any hours not carried over to the following year and all accrued hours in excess of 72 hours as of September 30 of each year will be paid off at the employee's regular rate as of September 30.

### 15.4 PAY OFF AT TERMINATION OR LAYOFF

In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total accumulated unused personal leave earned as of the date of termination. An employee will receive personal leave credit for the month in which he is terminated or indefinitely laid off, provided he has worked 80 hours for that month. Employees who displace other employees in a classification and ultimately get displaced by classification and are laid off will be paid for accrued leave at their rate of pay on the effective date of the initial layoff, provided the affected employees are laid off within 15 consecutive days from the initial layoff. Employees whose employment is extended beyond 15 days to meet contract requirements will be paid for accrued leave at their rate of pay on the effective date of the initial layoff.

### 15.5 IN LIEU OF TEMPORARY LAYOFF

Employees may take accrued personal leave for any absence due to temporary layoff. Employees may take accrued personal leave in increments of one-tenth of an hour.

### 15.6 WHEN PAID

Personal leave pay will be at the employee's regular rate as defined in Article 19, in effect when the personal leave is taken, and will be included in the employee's next paycheck unless there is a technical malfunction of applicable Information Technology Support Department equipment.

### 15.7 BASIS OF ACCRUAL

All paid leaves will be counted as time worked for accrual of personal leave.

## **ARTICLE 16 MACHINISTS NON-PARTISAN POLITICAL LEAGUE CHECK-OFF**

### **16.1 PAYROLL DEDUCTIONS**

During the existence of this Agreement, the Company, insofar as permitted by state or federal law, shall deduct out of current net earnings from the second check each month voluntary contribution to the Machinists Non-Partisan Political League upon receipt of and in accordance with a deduction authorization form, duly executed by the employee, and shall continue deductions until such authorization is revoked by the employee. The deduction will be in whole dollar amounts. The deduction may be canceled or modified by the employee at any time, provided that, if it is canceled or modified, it cannot be reinstated or modified again for six (6) months.

### **16.2 INDEMNIFICATION OF COMPANY**

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 honor the check-off authorization form by which employees authorized Army Fleet Support, LLC to deduct contributions from the employee's paycheck, and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Treasurer of the Machinists Non-Partisan Political League.

### **16.3 WHEN DEDUCTED**

Deduction from money due the employee pursuant to this Article shall be made from the net earnings due the employee payable on the second regular payday in each month, provided the Company has received such authorization from the employee by the 25<sup>th</sup> day of the preceding month in which such deductions are made. There shall be only one (1) remittance per month by the Company.

### **16.4 WHEN REMITTED**

Deductions shall be remitted to the Treasurer of the Machinists Non-Partisan Political League not later than 10 days following the payday on which the deductions were made. The Company shall furnish to the Treasurer of the Machinists Non-Partisan Political League at the same time, a list showing those members for whom deductions have been made and the amount thereof.

## ARTICLE 17 GENERAL

### 17.1 SAFE CONDITIONS

The Company shall maintain safe and healthful conditions including safety equipment as is necessary to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.

### 17.2 RAIN SUITS AND HATS

The Company shall furnish rain suits, rain boots and rain hats to employees who are directed to perform outside duties during inclement weather.

### 17.3 PROTECTIVE CLOTHING

The Company shall furnish coveralls to aircraft refinishing specialists and protective clothing (coveralls and/or aprons) for employees assigned in the cleaning shop, armament shop, battery shop, plating shop, paint shop, and confined space personnel. Employees provided coveralls or protective clothing must wear the clothing while on duty.

### 17.4 SMOKING AREAS

The Company will designate smoking areas not in violation of Army and insurance regulations. Employees may smoke during such times as the Company may designate. The use of tobacco products inside aircraft or Company or government vehicles is strictly prohibited.

### 17.5 BREAK AREAS

The Company will attempt to provide inside break areas and refrigerated lunch storage bins or refrigerators at each break area. Documentation of request and follow-up will be provided upon request to the Union Grievance/Negotiating Committee person. Refrigerators, microwave ovens and any other food preparation and/or storage devices shall be confined to the break area unless prior permission is granted by the Company.

**17.5(a)** The Company will attempt to have all inside work areas properly heated. Documentation of request and follow-up will be provided upon request to the Union Grievance/Negotiating Committee person.

**17.6 PAY FOR PHYSICALS**

An employee who is scheduled and takes a physical, other than a physical clearance required for a return to work, will be paid for the time required to travel (up to one hour) and take such physical at his straight time regular rate of pay. Subsequent scheduled visits to the Medical Examiner, which are documented to be follow-up examinations to, or treatment resulting from the initial physical will also be paid for the time required for travel (up to one hour) and for the visit at the employee's straight time regular rate of pay. The employee will receive transportation furnished by the Company or will be paid POV mileage. An employee who is scheduled and takes his physical outside his regular scheduled shift will be paid as indicated above or be given equivalent paid time off during his next scheduled shift, with prior permission of his/her supervisor. The Company will make every reasonable effort to schedule the physical during normal working hours. All Company required medical services will be conducted in a health care facility or on site, giving due regard to good sanitary/hygienic practices and employee privacy.

**17.6(a)** All maintenance employees that routinely work with Rangefinder/Designator Lasers will be placed in an occupational visions program in accordance with TB MED 524.

**17.7 FLIGHT PHYSICALS**

The Company may, at its option, designate an FAA Medical Examiner and/or Government Flight Surgeon to conduct required employee flight physicals. When employees are required to take their flight physicals at a Company designated facility, the Company will make all appointments and will schedule the employees to meet those appointments. The Company will pay all doctors' charges resulting from the examination except where follow-up treatment is covered by insurance.

**17.8 FAILING A FLIGHT PHYSICAL**

Copies of all flight physicals must be provided to Flight Operations. A Maintenance Test Pilot who fails his required physical(s) shall be given a leave of absence in accordance with Article 5 or allowed to exercise his options under Section 35.14.

**17.9 INJURY ON THE JOB**

An employee injured on the job, who is taken off the job on the day of the injury for treatment will receive pay for the remainder of his scheduled workday to include all time required for medical treatment and testing not to exceed a total of twelve (12 ) hours. Should the employee be admitted for in-patient treatment on the day of the injury, paid time will stop at the time of admission or the end of his/her scheduled workday, whichever is later. The Company will furnish transportation without delay for an injured employee to receive medical attention from a local doctor who may be chosen by the employee subject to Company approval. Treatment for worker's compensation cases in a doctor's office, clinic or hospital will be on Company time if a doctor's certification is furnished the Company by the employee specifying the treatment and appointment is during the employee's working hours. If outside the employee's working hours, an employee will receive pay for his/her actual time for Company directed follow-up worker's compensation medical treatment and testing not to exceed two (2) hours at the regular straight time rate of pay. Transportation for such subsequent treatment is furnished by the employee.

**17.10 DOCUMENTATION OF MEDICAL VISITS**

All medical visits under Section 17.9 must be documented by a completed medical pass in order to qualify for pay under this Article. All other medical visits must be documented by appointment slip in order to qualify for pay under this Article.

**17.11 PROTECTIVE FLIGHT CLOTHING**

All employees required to fly on military aircraft shall be provided Government furnished protective flight clothing and equipment.

**17.11(a)** Exchange, return and acquisition of flight clothing and equipment will be on Company time.

**17.11(b)** Employees are not required to fly on aircraft while participating in student training unless an instructor pilot is at the flight controls.

**17.11(c)** Employees are not required to fly as a passenger on aircraft with known dynamic component implants.

**17.12 RESPIRATORS**

Employees whose job functions require the use of a half-face respirator will be clean shaven to the extent that no facial hair is present anywhere the respirator seal touches the face when the respirator is properly worn. Employees whose respirator protection needs are met by the use of a hood with supplied air are exempt from this requirement provided their job function never requires the use of a half-face respirator.

**17.13 AMERICANS WITH DISABILITY ACT (ADA)**

The Company and the Union agree to make every reasonable accommodation, seniority permitting, for disabled (as defined by the ADA) employees including location transfer, changes in shift assignments and/or reclassification utilizing the displacement options in Section 4.7.

**17.14 EMPLOYEE PERSONAL TOOLS**

The Company will be responsible for providing adequate areas and equipment, (i.e. chains and secure racks), for securing employee(s) tool boxes and rollaways.

**17.15 COMMERCIAL DRIVER'S LICENSE**

Commercial Driver's License (CDL) including all necessary endorsements, when required by the job classification, will be obtained by the employee. Any study time required will be on his own time. The Company will pay the expense of the test, license and time spent to take the test at his straight time rate. Government vehicles used during the driver's test for a CDL will be provided when authorized by the government.

**17.16 SAFETY SHOES**

The Company will provide designated employees \$65.00 per year towards the purchase of approved safety shoes where such shoes are mandatory due to regulatory compliance or Company directive, subject to customer authorization and reimbursement.

## **ARTICLE 18 CONTRACT PROVISIONS**

### **18.1 WAIVERS NOT PRECEDENT SETTING**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

### **18.2 SAVINGS CLAUSE**

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or law or by reason of any decree of a court of competent jurisdiction, such invalidation of such provision or provisions of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. In the event of such invalidation, the parties shall meet at a mutually agreeable time within thirty (30) calendar days to negotiate substitute provision(s) for such provision(s) rendered or declared invalid. Such negotiations shall be restricted and limited to determining substitute provision(s) for the same subject.

## ARTICLE 19 WAGES

### 19.1 LABOR GRADE 103

Employees in the Industrial Cleaner classification (Labor Grade 103) on October 4, 1989, who are assigned to the Service Attendant or Janitor classification on or after October 5, 1989 will progress to the maximum of Labor Grade 103, and will receive all general wage increases provided in section 19.5.

### 19.2 WELDER'S CERTIFICATION

Welders who possess a valid Army welder's certification will upon furnishing a copy of such certification to the Company, be automatically promoted to Aircraft Welder, on the Monday following the date proof of certification is furnished to the Company, unless certification is furnished on Monday.

### 19.3 RED CIRCLED EMPLOYEES

Red Circled employees in the classifications listed below, who were on the payroll as of May 05, 2002, will receive the portion of the General Wage Increase (GWI's) as given in Sections 19.4(a), 19.4(b), and 19.4(c) provided that they will not exceed the maximum rate (non Red Circle rate) of their classification. This section applies to the classifications of: Records Specialist, Production Control Specialist-ATTC, Aircraft Scheduler, Accounting Specialist, Administrative Specialist (General Clerk & Methods and Procedures Technician), Personnel Specialist, Material Clerk, QDR Technician, Technical Publications Technician, Weight and Balance Technician, Production Control Clerk, Material Inspector, Material Specialist, Plant & Facilities Mechanic, Labor Grade 103, Messenger, Janitor, Aircraft Monitor, Flight Operations Specialist, and MOC Clerk.

**19.4 GENERAL WAGE INCREASE**

During the term on this Agreement the hourly rate ranges will be as follows:

DIRECT LABOR EMPLOYEES								
Job Classification	Current Rates		Effective 5/5/2008		Effective 5/4/2009		Effective 5/3/2010	
	Min	Max	Min	Max	Min	Max	Min	Max
			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Maintenance Test Pilot	\$33.69	\$36.59	\$39.20	\$42.21	\$40.77	\$43.90	\$42.40	\$45.66
A/C Tech/NDT Inspector	\$20.65	\$28.13	\$21.48	\$29.26	\$22.34	\$30.43	\$23.23	\$31.64
EIL Technician	\$20.40	\$27.85	\$21.22	\$28.96	\$22.06	\$30.12	\$22.95	\$31.33
AAE&I Tech	\$20.40	\$27.85	\$21.22	\$28.96	\$22.06	\$30.12	\$22.95	\$31.33
Test Cell Technician	\$20.40	\$27.85	\$21.22	\$28.96	\$22.06	\$30.12	\$22.95	\$31.33
X-Ray/NDT Technician	\$20.40	\$27.85	\$21.22	\$28.96	\$22.06	\$30.12	\$22.95	\$31.33
AE&I Mechanic	\$20.13	\$27.31	\$20.94	\$28.40	\$21.77	\$29.54	\$22.64	\$30.72
Aircraft Welder	\$20.13	\$27.31	\$20.94	\$28.40	\$21.77	\$29.54	\$22.64	\$30.72
Aircraft Armament Tech	\$20.13	\$27.31	\$20.94	\$28.40	\$21.77	\$29.54	\$22.64	\$30.72
Machinist	\$20.13	\$27.31	\$20.94	\$28.40	\$21.77	\$29.54	\$22.64	\$30.72
Aircraft Mechanic	\$19.54	\$27.00	\$20.32	\$28.08	\$21.13	\$29.20	\$21.98	\$30.37
AMSS Acft Eng Shop Mechanic	\$19.54	\$27.00	\$20.32	\$28.08	\$21.13	\$29.20	\$21.98	\$30.37
AMSS Acft Hyd Shop Mechanic	\$19.54	\$27.00	\$20.32	\$28.08	\$21.13	\$29.20	\$21.98	\$30.37
ALSE Technician	\$15.50	\$24.97	\$19.24	\$25.97	\$20.01	\$27.01	\$20.81	\$28.09
A/C Structural Mechanic	\$15.50	\$24.97	\$18.23	\$28.08	\$18.96	\$29.20	\$19.72	\$30.37
Paint, Fabric & Upholstery Mech	\$15.50	\$24.97	\$16.12	\$25.97	\$16.76	\$27.01	\$17.44	\$28.09
A/C Refinishing Specialist	\$15.06	\$24.36	\$15.66	\$25.33	\$16.29	\$26.35	\$16.94	\$27.40
Welder	\$15.06	\$24.36	\$15.66	\$25.33	\$16.29	\$26.35	\$16.94	\$27.40
A/C Component Plater	\$15.06	\$24.36	\$15.66	\$25.33	\$16.29	\$26.35	\$16.94	\$27.40
Fabric & Upholstery Mechanic	\$15.06	\$24.36	\$15.66	\$25.33	\$16.29	\$26.35	\$16.94	\$27.40
Service Attendant	\$11.44	\$16.14	\$11.90	\$16.79	\$12.37	\$17.46	\$12.87	\$18.16
Apprentice A/C Mechanic	\$14.22	\$15.03	\$14.79	\$15.63	\$15.38	\$16.26	\$16.00	\$16.91
Apprentice Armament Mechanic	\$14.22	\$15.03	\$14.79	\$15.63	\$15.38	\$16.26	\$16.00	\$16.91
Fuel & Munitions Specialist	\$15.59	\$23.79	\$16.21	\$24.74	\$16.86	\$25.73	\$17.54	\$26.76
Aircraft Component Cleaner	\$12.57	\$17.27	\$13.07	\$17.96	\$13.60	\$18.68	\$14.14	\$19.43

INDIRECT LABOR EMPLOYEES								
Job Classification	Current Rates		Effective 5/5/2008		Effective 5/4/2009		Effective 5/3/2010	
	Min	Max	Min	Max	Min	Max	Min	Max
			4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Computer Programmer	\$21.15	\$30.81	\$22.00	\$32.04	\$22.88	\$33.32	\$23.79	\$34.66
Records Specialist	\$15.06	\$25.01	\$15.66	\$26.01	\$16.29	\$27.05	\$16.94	\$28.13
Flt Operations Specialist	\$15.06	\$25.01	\$15.66	\$26.01	\$16.29	\$27.05	\$16.94	\$28.13
PC Specialist-ATTC	\$15.06	\$25.01	\$15.66	\$26.01	\$16.29	\$27.05	\$16.94	\$28.13
Aircraft Scheduler	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Accounting Specialist	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Administrative Specialist	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Personnel Specialist	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Materiel Clerk	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
QDR Technician	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Technical Pubs Tech	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Wt & Bal Technician	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Computer Operator	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
MOC Clerk	\$13.79	\$23.79	\$14.34	\$24.74	\$14.92	\$25.73	\$15.51	\$26.76
Materiel Inspector	\$15.36	\$23.37	\$15.97	\$24.30	\$16.61	\$25.28	\$17.28	\$26.29
Production Control Clerk	\$13.57	\$23.37	\$14.11	\$24.30	\$14.68	\$25.28	\$15.26	\$26.29
Materiel Specialist	\$15.06	\$22.98	\$15.66	\$23.90	\$16.29	\$24.86	\$16.94	\$25.85
Plant & Facilities Mechanic	\$15.06	\$22.98	\$15.66	\$23.90	\$16.29	\$24.86	\$16.94	\$25.85
Labor Grade 103	\$14.06	\$22.12	\$14.62	\$23.00	\$15.21	\$23.92	\$15.82	\$24.88
Aircraft Monitor	\$11.44	\$15.22	\$11.90	\$15.83	\$12.37	\$16.46	\$12.87	\$17.12
Messenger	\$10.47	\$15.22	\$10.89	\$15.83	\$11.32	\$16.46	\$11.78	\$17.12
Janitor	\$10.47	\$15.22	\$10.89	\$15.83	\$11.32	\$16.46	\$11.78	\$17.12

**19.4 (a)** Effective May 05, 2008, each employee will receive a wage increase of 4% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

**19.4(b)** Effective May 04, 2009, each employee will receive a wage increase of 4% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

**19.4(c)** Effective May 03, 2010, each employee will receive a wage increase of 4% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

**19.5 AUTOMATIC PROGRESSION**

Automatic progressions within each classification will be paid as follows:

**19.5(a)** All employees whose basic hourly rate is less than the maximum rate of his current classification will receive a progression increase of one dollar and fifty cents (\$1.50) per hour for “Direct Labor Employees” as shown in Section 19.4 and one dollar twenty-five cents (\$1.25) for “Indirect Labor Employees” as shown in Section 19.4, or such part thereof as necessary to reach such maximum, upon completion of 52 weeks in the current classification.

**19.5(b)** Time worked in one (1) classification toward an incremental increase shall not be transferable to another classification, except in the event the employee is reclassifying to a higher classification, whether in or out of their line of progression. However, employees who are reclassified by the Company to a classification which is lower or equal to his current classification will be credited with the time worked in his current classification. Automatic progression increases will be made following the completion of the progression period, with each progression period being computed from the respective increase dates, or promotion dates, as provided in this Article.

**19.6 TIME COUNTED FOR PROGRESSION**

Paid vacation, paid personal leave, bereavement leave, jury and/or witness duty leave, military leave, temporary layoff days (such as DONSA and weather days), time spent by employees on an official activation of a rescue squad or EMA unit, observed holidays, time spent on leave of absence which is less than 120 hours, time spent by the Union Negotiating Committee on Union business, and accumulated absence of less than 120 hours during said progression period as provided in Section 19.5 will be counted in computing such progression periods. In the event an employee has in excess of 120 hours of unpaid absence, automatic increases will be delayed in one-week (forty hour) increments.

**19.6(a)** If an employee is on a continuous absence when his automatic increase date falls, only those absences prior to the automatic increase will be counted in the delay of his automatic increase upon return to work.

**19.7 EFFECTIVE DATE OF CHANGES**

Reclassification and all changes in pay will be made effective on Monday following the transfer or movement of employees or due date of a change unless such is made or due on Monday.

**19.8 SECOND SHIFT BONUS**

An employee assigned to and working on the second shift shall be paid a bonus of 60 cents per hour above his straight time basic rate for hours worked on such shift.

**19.9 THIRD SHIFT BONUS**

An employee assigned to and working on the third shift shall be paid a bonus of \$1.00 per hour above his straight time basic rate for hours worked on such shift.

**19.10 ODD WORKWEEK BONUS**

An employee assigned to and working on odd workweek as set forth in Section 10.5 shall be paid a bonus of 50 cents per hour above his straight time basic rate.

**19.11 BASE RATE**

The terms “straight time basic rate”, “basic rate”, “base rate” and “basic hourly rate” as used in this Agreement mean the individual hourly rate of an employee exclusive of any shift premium, overtime pay or bonus of any type.

**19.12 REGULAR RATE**

The term “regular rate” as used in this Agreement means the employee’s basic rate, plus any shift premium pay, leader pay, odd workweek pay, A&P bonus pay, radio telephone license bonus pay, Flight Mechanic bonus pay and Flight Engineer bonus pay. Flight pay is not included in the regular rate.

**19.13 A & P BONUS**

Bonus payments for “A” and “P” licenses will be as follows:

**19.13(a)** A bonus of 75 cents per hour will be paid to each employee in the following classifications who has a valid FAA “A” or “P” license. A bonus of \$1.50 per hour shall be paid to each employee in the following classifications who has a valid “A” and “P” license. The following classifications are eligible for bonus pay:

Aircraft Armament Technician	Armament, AE&I Technician
Aircraft Mechanic	Aviation Life Support Equipment Technician
Aircraft Refinishing Specialist	Avionics, Electrical & Instrument Mechanic
Aircraft Structural Mechanic	Machinist
Aircraft Technical/NDT Inspector	Maintenance Test Pilot
Aircraft Welder	Materiel Inspector
AMSS Aircraft Engine Shop Mechanic	Production Control Specialist – ATTC
AMSS Aircraft Hydraulic Shop Mechanic	QDR Technician
Apprentice Aircraft Mechanic	Test Cell Technician
Apprentice Armament Mechanic	Weight and Balance Technician
	X-Ray/NDT Technician

**19.14 RADIO LICENSE BONUS**

Any employee in the classifications of Armament, Avionics, Electrical and Instrument Technician; Avionics, Electrical and Instrument Mechanic, or Electronic Instrument Laboratory Technician who possesses/obtains and retains a valid second class or general FCC radio telephone license shall be paid a bonus of \$.50 cents per hour. Aircraft Technical/NDT Inspectors, regardless of hire date, who possess/obtains and retains a valid second-class or general FCC radio telephone license shall be paid a bonus of 50 cents per hour when assigned to the EETF. Employees classified as Aircraft Technical/NDT Inspectors and who have a valid second class or general FCC radio telephone license as of May 02, 2005 shall receive a \$.50 cents per hour bonus regardless of assigned area. There will be no additional employees eligible for this program as of May 5, 2008.

**19.15 FLIGHT BONUS – MAINTENANCE TEST PILOTS, FLIGHT ENGINEERS AND FLIGHT MECHANICS**

Maintenance Test Pilots, Flight Mechanics and Flight Engineers required to fly between the hours of official sunset and sunrise shall receive a bonus of \$5.00 per test flight. For the purpose of this section, a test flight is defined as: the flight(s) of a single aircraft resulting in either (1) a release, (2) a reject, or (3) an incomplete due to end of shift or reassignment.

**19.16 FLIGHT BONUS – CREW MEMBERS**

Flight crew members will be paid a flight bonus of \$3.00 per hour for propeller driven aircraft (including helicopters) and \$5.00 per hour for jet propelled aircraft (no props) when performing flight crewmember duties. A minimum of one (1) hour's flight pay will be paid for the first ascension on any calendar day. For additional ascensions on the same calendar day, flight pay shall be at the rate specified above, computed to the nearest one-tenth of an hour. This paragraph does not apply to Maintenance Test Pilots, Flight Mechanics, Flight Engineers, Leaders, and passengers, whether or not they are holders of flight crewmember cards. Employees required to fly on functional check flight aircraft for any reason will receive the flight pay bonus.

**19.17 FLIGHT ENGINEER BONUS**

All employees specifically assigned and designated in writing as Flight Engineers will be paid a bonus of 75 cents per hour. Substitute Flight Engineers shall receive the same bonus for all hours specifically assigned in writing and worked as a Flight Engineer.

**19.17(a) FLIGHT ENGINEER FLIGHT PAY**

Flight Engineers will receive flight pay of \$4 for each prior to sunset flight hour and \$6 for each after sunset flight hour when flying with a military pilot or flying profile flights at ATTC. A minimum of one hour's pay will be paid for the first ascension with a military pilot or flying profile flights at ATTC on any calendar day. For additional ascensions on the same calendar day, flight pay shall be computed to the nearest one-tenth of an hour.

**19.18 LEADER BONUS**

All employees specifically assigned and designated in writing as Leaders will be paid a bonus of \$1.00 per hour. Temporary Leaders shall receive the same bonus for all hours specifically assigned in writing and worked as a Leader.

**19.19 FLIGHT MECHANIC BONUS**

All employees specifically assigned and designated in writing as Flight Mechanics will be paid a bonus of 75 cents per hour. Substitute Flight Mechanics shall receive the same bonus for all hours specifically assigned in writing and working as Flight Mechanics.

**19.20 AIRCRAFT RUN UP BONUS**

A bonus of 90 cents per run up will be paid to all employees holding aircraft run-up cards. Employees now holding aircraft run-up may retain them, if required, and additional run-up cards will be issued when needed within classifications, locations, shifts starting times and overtime projects on a voluntary basis by seniority. This provision does not apply to Maintenance Test Pilots.

**19.21 RECEIPT OF PAY CHECK**

Employees will have their bi-weekly pay direct deposited by electronic funds transfer. Employees who currently have elected to receive a pay check may continue to elect to have their pay check mailed. Postal department delays or technical malfunctions occurring in applicable Information Management equipment resulting in delays will not be subject to the grievance procedure.

**19.22 PAY AT TERMINATION OR LAYOFF**

Any employee laid off or terminated will be paid in full on the payday occurring during the following pay period.

**19.23 RECLASSIFIED EMPLOYEES**

Employees reclassified, returning from layoff, or temporarily transferred will be paid as follows:

**19.23(a)** An employee who changes classifications to a lower classification will be paid the maximum rate of such lower classification, or his current rate, whichever is lower; or if returning from layoff, his last rate including general increases he would have received had he not been laid off, or the maximum rate of the lower classification, whichever is lower. If he previously held the classification, he will be paid the rate he previously received in that classification if it is higher than his current rate of pay. But in no event will the employee be paid more than the maximum rate of the classification being entered.

**19.23(b)** An employee who changes classifications to a classification with the same pay rate will be paid his current rate; or if returning from layoff, his last rate including general increases he would have received had he not been laid off. If he previously held the classification, he will be paid the rate he previously received in that classification if it is higher than his current rate of pay. But in no event will the employee be paid more than the maximum rate of the classification being entered.

**19.23(c)** An employee who reclassifies to a higher classification will be paid as follows:

**19.23(c)(1)** If reclassified in his line of progression, he will be paid the minimum rate of the higher classification, or his current base rate plus \$.75, whichever is greater.

**19.23(c)(2)** If reclassified outside his line of progression, he will receive the minimum rate of the higher classification or his current base rate of pay, whichever is greater.

**19.23(c)(3)** If he previously held the classification, he will be paid \$.75 increase over his present rate, or the pay rate he previously received in that classification including general increases, whichever is higher.

**19.23(c)(4)** If returning from layoff, he will be paid the minimum rate of the higher classification or his last rate including general increases, whichever is higher; or if returning from layoff to a classification he previously held, he will be paid the pay rate he previously received in that classification including

general increases, but not less than his present rate.

**19.23(d)** An employee who is temporarily reclassified to a higher classification for four (4) or more hours will be paid for all time spent in the higher classification and shall receive the minimum rate of the higher classification or his present rate, plus 20 cents, whichever is higher. If he previously held the classification, he will be paid the pay rate he previously received in that classification including general increases.

#### **19.24            CONFINED SPACE ENTRY BONUS**

Employees trained and designated as confined space entry qualified as of 5/2/05 will constitute a pool from which volunteers will be selected by seniority. Those selected will be paid a bonus of \$.50 per hour and perform whole body entry into a fuel cell as required. Additional positions will be opened when needed within classifications, locations and shifts on a voluntary basis by seniority. Overtime projects will be polled for current and qualified personnel within classifications, locations and shifts on a voluntary basis by seniority. Personnel both medically or self disqualified will be terminated from the Confined Space Program and documentation for disqualification will be filed. All employees in the Confined Space Program will maintain a medical clearance. Employees opting out of the pool and once relinquished (with 30 day notice) will not be allowed to resubmit for 6 months. Respiratory or other medical conditions restricting employees from confined space tasks will require a medical clearance prior to reinstatement to the Confined Space Program.

#### **19.25            NDI / NDT BONUS**

All employees who are classified as either an Aircraft Technical/NDT Inspector or X-Ray/NDT Technician and who have qualifications and currency for NDI (non-destructive testing or inspection), will receive a bonus as follows:

- \$0.25 per hour for NDI level one (1)
- \$0.50 per hour for NDI level two (2)
- \$0.75 per hour for NDI level three (3)

#### **19.26            WAGE ADJUSTMENTS**

A/C Structural Mechanic	\$2.03 top and bottom
Maintenance Test Pilot	\$4.00 top and bottom
ALSE Technician	\$3.00 bottom only

## **ARTICLE 20 SUPERVISORS WORKING**

Supervisors and employees not covered by this Agreement shall not perform work normally performed by employees in a bargaining unit, except in cases of emergency, research work, audit, experimental or work of a special mechanical nature, when necessary, or to instruct employees properly. The term “emergency” is defined to mean an unforeseen combination of circumstances which call for immediate action. This will not be construed to prevent employees outside the bargaining units from performing work normally within their regular duties.

## **ARTICLE 21 DRUG ABUSE AND ALCOHOL MISUSE PREVENTION**

### **21.1 GOALS**

The Company and the Union agree to work toward the goal of establishing a work force that is free of drug abuse and alcohol misuse. Both are committed to this end to foster safety, productivity, and compliance with the Drug-Free Work Place Act of 1988 and applicable Federal and State laws, statutes and regulations. Accordingly, it is agreed that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is strictly prohibited in the work force. Further, the use of alcohol is strictly prohibited in the work place.

### **21.2 REPORTING CONVICTIONS**

Employees are required to report to the Company any criminal alcohol or drug statute violation occurring in the work place no later than five (5) days after such conviction. Employees who test positive may be required to participate in a drug abuse or alcohol misuse assistance or rehabilitation program approved by a federal or state agency. In the event an employee elects not to participate in or fails to complete a drug abuse or alcohol misuse assistance or rehabilitation program or does not participate in an aftercare program following rehabilitation, if such care is prescribed, or is convicted of a felony drug or illegal substance offense the employee may be subject to disciplinary action up to and including termination. A second felony conviction or when an employee tests positive for a second time will be grounds for immediate termination.

### **21.3 TESTING**

Employees will be scheduled for alcohol and drug testing as directed or required. The Company will make every reasonable effort to safeguard the privacy of the employee. All testing will be performed by a federally approved testing laboratory and/or personnel certified and/or licensed by any federal or state authority having jurisdiction thereof.

### **21.4 REASONS FOR TESTING**

Employees will also be sampled for alcohol and drug use upon reasonable probable cause, and work related accidents or injuries.

### **21.5 REANALYSIS**

Employees will have the right to request, within 72 hours of notification of the employee, reanalysis of the sample if a positive sample is found. If a negative sample is found in the reanalysis, the employee will be returned to the random sample pool. Employees testing positive will be placed on unpaid suspension pending the results of the re-analysis. If the re-analysis is negative, the employee will be made whole for all hours each day he is on suspension, provided he would otherwise be available for work.

### **21.6 SPLIT SAMPLE**

To remedy urinalysis deficiencies, a confirmation test will be performed on the "split sample" of the original sample of anyone testing positive on an initial test. Final sampling will be by one of the most accurate methods presently available.

**21.7 ANTI-DRUG AND ALCOHOL MISUSE PROGRAMS**

The Company will maintain an Anti-Drug Program and an Alcohol Misuse Prevention Program.

**21.8 SAFETY OR SECURITY SENSITIVE POSITIONS**

In addition to the testing required in Section 21.4 above, employees in Company designated safety or security sensitive positions are also subject to preplacement, random, return to duty and follow-up drug and alcohol testing in accordance with Section 21.1 above.

## **ARTICLE 22 TRAVEL, TRANSPORTATION, AND TDY**

### **22.1 EMPLOYEE EXPENSES**

Employee expenses of authorized travel will be reimbursed at the rate prescribed as maximum civilian per diem rates published in the current Federal Travel Regulations as GSA Bulletin FPMR A-40 and Joint Travel Regulations, Volume II, DOD Civilian Personnel as applicable. Mode of travel and area with adequate accommodations will be determined by the Company prior to departure and tickets furnished and/or mileage reimbursed as specified by the regulation. Should the government furnish quarters and/or mess, the per diem will be adjusted in accordance with the FTR. Detailed receipts or other documentation are not required to support employee claims of the authorized fixed amount of standard cost per diem. M&IE per diem rates for travel periods of 24 hours or less will be reimbursed in accordance with the applicable provisions of the Joint Travel Regulations referenced above. Employees are required to furnish all lodging receipts.

### **22.2 TRANSPORTATION POV**

Employees who are sent away from Fort Rucker to perform work for the Company will be furnished suitable transportation. Employees authorized to use their personal cars will be paid in accordance with the Federal Travel Regulations, as amended. If an employee requests to use his personal vehicle and is permitted to do so, he will be reimbursed mileage as allowed by the Federal Travel Regulations, not to exceed the cost of a commercial airline ticket, plus eight (8) hours pay at the applicable rate of pay for such combined travel/work. Employees will be paid regular time for regular hours, and overtime for overtime hours, for all time while working. Employees shall be allowed eight (8) hours each day while traveling in commercial aircraft and if there is additional ground travel time required after commercial travel all time over 8 hours will be paid at the correct overtime rate; provided that, if the travel takes less than eight (8) hours and the employee reports to work upon arriving no overtime will be paid until after 8 hours of combined work/travel in a workday. When an employee is in travel status and is being transported by military transportation, whether vehicle or aircraft, he will be paid for all time spent in travel. Time for meals will be deducted provided the aircraft lands or vehicle stops and time is actually taken for the meal. Employees required to travel by private auto will be paid for all travel time required. The Company will designate the departure time for all travel by POV.

### **22.3 OTHER TRANSPORTATION**

Transportation furnished to and from work locations or other locations at a distance reasonably requiring transportation will be in vehicles or aircraft furnished to the Company by the military for that purpose. Employees will not be required to ride on open vehicles during inclement weather. During winter months, employees will not be required to ride in vehicles other than metal, fiberglass, or plywood enclosed vehicles when traveling to and from airfields or other locations away from Fort Rucker. When outside temperature is below 45 degrees Fahrenheit (according to the control tower), pilots shall only be required to ride in enclosed heated sections of vehicles when traveling to and from airfields or locations away from Fort Rucker.

**22.4 TDY OUTSIDE OF USA**

Bargaining Unit employees who accept Army Fleet Support TDY assignments under this Government contract outside the United States are not covered by this labor agreement but will have all Bargaining Unit status and seniority rights restored upon successful completion of the assignment provided he returns to work at Fort Rucker within 60 days after completion of the assignment. The Company may select TDY (outside the USA) personnel from volunteers.

**22.5 TEMPORARY DUTY ASSIGNMENTS**

**22.5(a)** Employees shall first be selected by the Company for temporary assignments away from Fort Rucker by senior qualified volunteers from the classification/overtime project and field supporting the mission. When similar overtime projects exist on different shifts, the overtime projects will be combined. Employees occupying bonus pay jobs will be considered if the bonus pay job assignment is a valid requirement of the mission. If the bonus pay job is not a valid requirement of the mission, Section 22.5(a)(6) will apply. Employees who have scheduled one (1) full week or more vacation which begins during the first four (4) weeks of temporary assignment are ineligible for the assignment. However, in the absence of qualified volunteers, these employees may volunteer for the assignment provided their vacation can be rescheduled and taken during the current vacation year. Employees on temporary assignment cannot take any vacation days while on assignment without the prior consent of the Company designated individual in charge of the temporary assignment. Employees who are absent other than TDY will also be considered for the assignment provided they are scheduled to return to work at Fort Rucker on the workday prior to the calendar day of scheduled departure. If an employee accepts or is assigned to a TDY mission, he will not be polled nor assigned for a subsequent TDY mission until the original mission is either completed, canceled or delayed in accordance with Section 22.5(a)(7). For the purpose of this section, workdays are defined as Monday through Friday.

**22.5(a)(1)** The Company will begin the selection process by polling in any sequence for volunteers as soon as practical after receipt of notification of a TDY support requirement. If mode of travel to and from the TDY site is known in advance, employees will be notified via the poll sheet. Eligible employees who are polled will signify their desire for the mission with an immediate yes or no response by signing the polling sheet.

**22.5(a)(2)** Employees scheduled for TDY missions of seven (7) days or longer will be given at least 48 hours notice of the mission provided the Company has sufficient notice to give the 48-hour notice.

**22.5(a)(3)** In the event mission requirements are received with less than two (2) days notice, the Company will attempt to contact employees in accordance with seniority as noted in Section 22.5(a). Employees who cannot be contacted immediately (by documentable and verifiable means) will be bypassed for the mission. As soon as potential requirements for Aircrews become evident, Flight Status Personnel will be polled in accordance with Section 22.5(a). Aircrew personnel volunteering or assigned to missions will normally be excused from their scheduled shift as required to meet crew rest requirements.

**22.5 (a)(4)** Employees who volunteer for or decline the mission may not subsequently alter their decision except in the case of a bona fide emergency or to prevent the least senior employee from being forced. If there is more than one volunteer, seniority shall prevail. In the event of reselection because of the above, the selection process shall commence after the last employee assigned.

**22.5(a)(5)** If the assignment is not made from senior qualified volunteers under Sections 22.5(a) above or 22.5(a)(6) below, the least senior qualified employee may be assigned if the employee meets the requirements of Section 22.5(a) above, or the TDY assignment may be offered to qualified volunteers in another overtime project, at the Company's option.

**22.5(a)(6)** Bonus pay shall be removed from an employee while on temporary assignment, unless the bonus pay job assignment is a valid requirement of the mission as determined by the Company. If qualified employees holding bonus pay job assignments volunteer for a temporary assignment away from Ft. Rucker, up to 50% of the employees in each bonus pay job assignment according to seniority, will be allowed to relinquish the bonus pay status for the duration of the temporary assignment. Such employees shall assume the same status upon return. During the absence from Ft. Rucker, substitute or temporary bonus pay job assignments may be made.

**22.5(a)(7)** If the mission is subsequently canceled or is delayed for 12 calendar days or more, those employees selected for the assignment shall be so notified. Another selection shall be made upon receipt of new mission requirements, unless mutually extended by the Company and a Union Committee person at the field.

## **22.6 TEMPORARY DUTIES**

Any employee on TDY may perform duties out of his classification to complete the mission or return the aircraft to home station and/or may be temporarily assigned to a bonus pay job. An employee on TDY may make only minor sheet metal repairs such as installing dzuses, camlocks, filing, stopdrilling etc. or temporary repairs out of his classification to complete the mission or return the aircraft to home station. If a temporary repair is made, it will be recorded in the logbook.

**22.7 CLASSIFICATION STATUS**

An employee on temporary assignment away from Fort Rucker will not be affected by any change in classification status, under Sections 4.7 or 35.1, until his return to Fort Rucker or until after 90 days whichever is sooner. Changes under Sections 35.8, 35.9 or 35.10 will be effective upon return to Fort Rucker. For employees on TDY assignment who are laid off under Section 4.7, such layoff will become effective upon their return to Ft. Rucker or within five (5) calendar days whichever is sooner, if a replacement is required.

**22.8 TDY NOTIFICATION**

The Company will complete the selection process and notify the employees of the TDY assignment by 1100 hours, two (2) workdays prior to the scheduled departure (1100 hours Wednesday if departure is scheduled for Saturday, Sunday or Monday). Employees who cannot be contacted by documentable and verifiable means prior to this time will be bypassed for the assignment.

**22.9 TDY SHIFTS**

Employees on TDY missions may be assigned between shifts by classification and qualifications by seniority for the duration of the mission.

**22.10 TDY WORKWEEKS**

Employees will not have their workweek changed for TDY assignments of seven (7) days or less. Employees who volunteer for a TDY mission whose shift or starting time is changed at the beginning of the TDY mission are not eligible for back up premium pay for such changes regardless of which day the change is made. However, this does not affect entitlement to overtime pay for the sixth and seventh workday.

**22.11 TDY TRANSPORTATION**

If an employee on TDY assignment is required to report for work at a different time than the other Company employees, he will be furnished Company provided transportation or be paid for POV mileage.

**22.11(b)** Employees who drive a POV to a TDY site will have the option to receive Company furnished local transportation at the TDY site provided the employee requests such transportation prior to departure on the TDY assignment.

## **ARTICLE 23 NEW CLASSIFICATIONS**

### **23.1 NEW JOB CLASSIFICATIONS**

In the event a new in-unit job classification is established by the Company, the Company shall determine the job description, the line of progression, and the rate range. The Company will immediately furnish the Union with a copy thereof. The Union will have seven (7) calendar days in which to take exception to the rate, job description and line of progression (if applicable), in the event the Union does not agree with them. If the Union has not advised the Company in writing within seven (7) calendar days that it does not agree, the job shall become a part of the existing Agreement.

### **23.2 UNION MAY FILE POLICY GRIEVANCE**

Should the Union not agree, it must advise the Company within seven (7) calendar days and state its position. The Company and the Union shall then attempt to agree. In the event the Company and the Union cannot agree within 14 calendar days, or within such additional time as may be mutually agreed upon, the Union may present and process the grievance in the same manner as a policy grievance. Nothing herein will prevent the Company from implementing the new portion of the job prior to the arbitrator's decision. If any portion of the new job description includes the transfer of portions of a job from existing job descriptions, the transfer will not take place until after a job description has been approved by an arbitrator. If wage rate is an issue, the arbitrator has authority to make the wage rate retroactive.

### **23.3 JURISDICTION OF ARBITRATOR**

If the grievance is thereafter processed in accordance with the terms and conditions of Article 8, the arbitrator shall have the authority to determine the job description, line of progression and the rate range. The jurisdiction of the arbitrator and his decision shall be confined to a determination by comparison with the duties and qualifications of other established jobs at Fort Rucker.

### **23.4 POSTING NEW JOB CLASSIFICATIONS**

New job classifications shall be posted near all time clocks for 10 workdays then Sections 35.1 and 35.2 shall apply in filling new job classifications.

## **ARTICLE 24 CREDIT UNION DEDUCTIONS**

### **24.1 PAYROLL DEDUCTIONS**

The Company shall make bi-weekly payroll deductions and bi-weekly remittance to the Credit Union of amounts authorized by employees under the payroll deduction plan for the IAM Federal Credit Union and the Army Aviation Center Federal Credit Union. Remittance shall be made by the Friday following the deductions unless technical malfunctions occur with applicable Information Technology equipment. This program is programmed to provide report of total moneys deducted from each employee.

### **24.2 INDEMNIFICATION**

In making deductions and remittances, the Company is entitled to rely upon the notification of the Financial Secretary of the Federal Credit Union of the amount of money due the Federal Credit 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, including the agreement of the Company to honor the Credit Union payroll deduction forms on file and assumes full responsibility for the disposition of the funds so deducted when turned over to the Financial Secretary of the Federal Credit Union.

## ARTICLE 25 GROUP INSURANCE

### 25.1 PROGRAM IN EFFECT

The existing programs of group health, life, accidental death and dismemberment, drug purchase, expanded psychiatric service program and short term disability in the appropriate Summary Plan Descriptions (SPD's) will remain in effect with the changes set out herein. Notwithstanding any reference in the group health SPD to a master contract, the Company is hereby required, with respect to any master or other contract between the Company and Blue Cross/Blue Shield of Alabama or any other claims administrator or insurer and with respect to any other plan document, to conform any such master or other contract or document to the benefits, terms and conditions in the applicable group health SPD. If this requirement is breached, the Union may file a policy grievance without regard to any filing deadline which may otherwise be required by this Agreement.

### DETERMINATION APPEALS

Any individual member disagreeing with a determination made by the carrier may file a voluntary appeal with the carrier as outlined in the Summary Plan Description. If he remains dissatisfied after the mandatory DOL voluntary appeal process is completed, he may submit a grievance within 30 days after the final determination made by the carrier. If, after the Step III answer is given by the Company, the employee is dissatisfied, he may either: 1) pursue the grievance to binding arbitration or 2) pursue the claim under ERISA provisions in a court of competent jurisdiction.

**25.1(a)** The outpatient hospital facility POF co-pay is \$50.

**25.1(b)** Preferred Home Care Coverage (PHC) - including home health nursing, home IV therapy and home phototherapy – 100% coverage to a maximum of 120 visits per person each calendar year, after pre-certification.

#### **25.1(c)** Mental, Nervous and Substance Abuse

- Inpatient mental, nervous and substance abuse treatment at 100% subject to the confinement deductible for a maximum of 30 days per calendar year.
- Outpatient mental, nervous and substance abuse treatment at 70% coverage to a maximum of 30 visits per calendar year.

**25.1(d)** The pre-existing conditions provision and the proof of insurability requirement have been removed from the health insurance plan.

### 25.2 EFFECTIVE DATE

Health care, life, accidental death and dismemberment, and short-term disability insurance shall become effective on the first of the month following completion of thirty (30) calendar days of employment.

**25.3 SUBROGATION**

All claims will be subject to subrogation in accordance with Alabama law; however, in no instance will an employee be required to sign an arbitration agreement.

**25.4 COORDINATION OF BENEFITS**

Where both husband and wife are employees of the Company, the bargaining unit employee(s) will have full coordination of benefit coverage (not to exceed 100% of eligible charges) on group health insurance.

**25.5 VISION CARE PLAN**

The Company will make available a Vision Care Plan to employees and covered dependents through the Vision Service Plan (VSP). There are no deductibles for eye examinations, prescription glasses or contact lenses. The Company will pay 50% of the total premium. Services subject to applicable co-pays, if any.

**25.6 NON-PMD PROVIDER/OUT OF NETWORK**

For employees who do not choose to use a PMD provider, or who are outside the Alabama network and are unable to utilize the Preferred Care features, the following will apply:

<b>IN HOSPITAL DEDUCTIBLE</b> (All hospital admissions, with the exception of emergencies, require pre-admission review prior to date of admission)	\$100 per confinement
<b>DAILY HOSPITAL</b> Daily Room Limit Daily  Intensive Care	Semi-private room charge – 120 days  Two times the semi-private room charge – 120 days
<b>OTHER HOSPITAL CHARGES</b>	Unlimited – 120 days
<b>SURGEONS FEES</b>	\$1,500 Maximum according to schedule (20% extra for assistant) Increased by 20 % for procedures performed on an out-patient basis.
<b>ADDITIONAL ACCIDENT</b>	\$300
<b>MATERNITY – HOSPITAL</b>	Same as above
<b>MATERNITY – DOCTOR</b> Normal Cesarean Miscarriage	\$350 \$500 \$150

<b>MAJOR MEDICAL Lifetime Maximum</b>	\$1,000,000
<b>Deductible</b>	Individual - \$200 Family - \$600
<b>Co-Insurance – first \$3,000</b>	80% - 20%
<b>Co-Insurance thereafter</b>	100% - 0%
<b>Daily Intensive Care Unit Limit</b>	Intensive Care Unit Room Charge
<b>Preferred Medical Doctor</b>	Co-pay - \$20
<b>Medical Case Management Program</b>	For various catastrophic illnesses requiring complex treatment and extended care

**25.7 LIFE INSURANCE BENEFITS SHALL BE AS FOLLOWS:**

EMPLOYEE	LIFE INSURANCE	ACCIDENTAL DEATH AND DISMEMBERMENT
Maintenance Test Pilots, Co-pilots, Crew Members, Flight Mechanics, Flight Engineers, Substitute Flight Mechanics, Substitute Flight Engineers, Armament Technicians, Armament AE&I Technicians, Apprentice Armament Mechanics, and Fuel and Munitions Specialists	\$65,000	\$65,000
All Other Eligible Employees *	\$50,000	\$50,000

\*( \$65,000 while riding as a passenger in an aircraft while on the job.)

**25.7(a)** If you become totally and permanently disabled while actively at work and prior to your 60<sup>th</sup> birthday, your personal basic and optional life insurance coverage will continue without further payment of premiums. Refer to the Minnesota Mutual Life Insurance SPD for further details. This waiver of disability provision terminates at age 65.

<b>DEPENDENT LIFE INSURANCE</b>	
Spouse	\$4,750
Child	\$1,750
<b>OPTIONAL LIFE INSURANCE</b>	
Employee	\$25,000 up to \$50,000
Spouse	\$12,500 up to \$25,000
Child	\$ 6,250 up to \$12,500

**25.8 SHORT TERM DISABILITY INSURANCE SHALL BE AS FOLLOWS:**

<p><b>SHORT TERM DISABILITY INSURANCE</b></p> <p>(Begins on eighth (8th) day of disability) (Reduced by amount received from Workers' Compensation)</p>	<p>70% of Weekly Wage – 26 weeks</p> <p>Successive periods of disability are considered one period of disability unless the subsequent period of disability commences after the employee has returned to active full time work for at least four (4) consecutive weeks. Up to eight (8) hours paid leave in each of the four (4) weeks will be counted as hours worked for determining active fulltime work under this section. Approval of short-term disability insurance/benefits does not constitute a disability as defined by the Americans With Disabilities Act.</p>
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**25.8 (a)** Employees testing positive a second time for drug and/or alcohol abuse (under the Anti-Drug Plan and/or Alcohol Misuse Prevention Plan) are not eligible for STD benefits.

**25.9 PRE-TAX RULES**

Employees will share in the cost of group health insurance by paying a portion of the premium for coverage. Insurance premium deduction will be made bi-weekly under the Army Fleet Support LLC Pre-Tax Plan.

**25.10 EMPLOYEE PREMIUMS**

**25.10(a)** Employees will pay the following premiums for Blue Cross and Blue Shield of Alabama healthcare insurance and the Blue Cross and Blue Shield of Alabama prescription plan (mail-in reimbursement method – does NOT include the Aetna Prescription Drug Card).

Jan 1, 2009: Employee Only: \$45.00 per month  
 Employee +1 dependent: \$80.00 per month  
 Employee +2 or more dependents: \$132.00 per month

Jan 1, 2010: Employee Only: \$65.00 per month  
 Employee +1 dependent: \$100.00 per month  
 Employee +2 or more dependents: \$152.00 per month

Jan 1, 2011: Employee Only: \$85.00 per month  
 Employee +1 dependent: \$120.00 per month  
 Employee +2 or more dependents: \$172.00 per month

**25.10(a)(1)** Employees who elect the Aetna Prescription Drug Card in lieu of the Blue Cross and Blue Shield prescription card program will pay an additional premium. The cost for the prescription drug card shall be subsidized by the enrollees and the premiums are subject to change based on actuals each year. Employees will be notified during open enrollment each year of cost adjustments to this plan. Employees will pay the premiums below in addition to the Blue Cross and Blue Shield Premiums listed in 25.10(a). The estimated Aetna premiums are listed below:

Jan 1, 2009: Employee Only: \$29.00 per month  
Employee +1 dependent: \$40.00 per month  
Employee +2 or more dependents: \$52.00 per month

Jan 1, 2010: Employee Only: \$31.90 per month  
Employee +1 dependent: \$44.00 per month  
Employee +2 or more dependents: \$57.20 per month

Jan 1, 2011: Employee Only: \$35.09 per month  
Employee +1 dependent: \$48.40 per month  
Employee +2 or more dependents: \$62.92 per month

**25.10(b)** An employee who is currently insured and is absent due to sickness or accident, and is receiving short term disability benefits while on such absence, shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10. However, such employee will be required to pay the full cost of optional insurance.

**25.10(c)** An employee who is currently insured and is absent due to a compensable injury as defined by the Workers' Compensation Act of Alabama shall have his insurance maintained in full force and effect in accordance with the provisions of Section 25.10 for his length of seniority or up to five (5) years, whichever is the lesser. However, such employee will be required to pay the full cost of optional insurance.

**25.10(d)** Employees on layoff or medical leave of absence may continue insurance in force up to five (5) years by paying the full cost of premiums, less cost of sickness and accident insurance for which they are not eligible.

**25.10(e)** The Company will pay the cost of the basic life insurance, accidental death and dismemberment insurance, drug purchase program, expanded psychiatric services and short term disability insurance.

**25.10(f)** In order to maintain continuous insurance coverage, an inactive employee must submit the employee's portion of the premiums to the Company Human Resources Office by the 25<sup>th</sup> of the preceding month or in the event of layoff within ten (10) days from the effective date of layoff.

**25.11 PERSONAL ACCIDENT INSURANCE**

The Company will make available at employee cost personal accident insurance to full time employees.

**25.12 EMPLOYEE ASSISTANCE PROGRAM**

The Company will provide a locally administered Employee Assistance Program (EAP) to employees and covered dependents.

**25.13 RETIREE INSURANCE**

The Company will make available to retiring employees age 65 or older who retire after May 6, 2002, a Medicare Supplement, which will be completely employee paid. This plan provides that Medicare is primary and Blue Cross and Blue Shield is secondary.

## ARTICLE 26 STANDARDIZATION PILOTS

### 26.1 CONDUCT TRAINING

Standardization pilots may conduct training and semi-annual revalidation checks of non-aviator bargaining unit personnel in accordance with current government regulations.

### 26.2 DUTIES

Standardization pilots may perform functional check flights, general or limited maintenance test flights, and confirmation check flights:

**26.2(a)** When conditions develop that involve flights and maintenance operational checks that require pilots to meet requirements, (school requirements or contract requirements) and all those bargaining unit Maintenance Test Pilots off-duty have been notified to report to work early and those bargaining unit Maintenance Test Pilots on duty have been notified to work overtime hours. Exception to this condition would be when noon flight (normally 1100 – 1300 hours) requirements for school have not been met and the call-in of Maintenance Test Pilots for overtime would not alleviate the problem.

**26.2(b)** When an emergency exists, such as an aircraft accident or severe weather conditions, that would endanger life or cause loss of property.

**26.2(c)** When required to give bargaining unit Maintenance Test Pilots a qualification or currency check ride or to check the proficiency of bargaining unit Maintenance Test Pilots in a particular type aircraft, should events occur to create doubts as to the Maintenance Test Pilot's proficiency. No notice check rides and evaluations are limited to one, once every month, per Maintenance Test Pilot employee.

**26.2(d)** When necessary for a Standardization Pilot to fly to maintain his proficiency (one flight per shift per week per type aircraft) provided a bargaining unit Maintenance Test Pilot accompanies him on the flight.

**26.2(e)** When necessary to train or instruct current and qualified bargaining unit Maintenance Test Pilots in established maintenance test flight standards and procedures or to train or instruct bargaining unit Maintenance Test Pilots already employed in new maintenance test flight standards and procedures.

**26.2(f)** When there is a backlog of maintenance test flights needed to meet flight requirements, which all bargaining unit Maintenance Test Pilots are not able to accomplish during regular time and overtime hours, and the military recognizing the problem, volunteers the service of military pilots to help correct the situation.

**26.2(g)** When aircraft have a recurring deficiency that bargaining unit Maintenance Test Pilots have not been able to satisfactorily correct, a standardization pilot will have the responsibility to fly the aircraft for purposes of determining what action is required to correct the problem.

**26.2(h)** On Saturdays, Sundays and holidays, when necessary to perform instructor pilot duties with a transitioning bargaining unit Maintenance Test Pilot, who has been scheduled to work overtime, standardization pilots working a regular workweek may perform only that portion of the bargaining unit work that involves actual in-flight instruction on the 6<sup>th</sup> and 7<sup>th</sup> days of regular workweek or on holidays. Standardization pilots working on odd workweek may perform only that portion of the bargaining unit work that involves actual in-flight instruction on the 6<sup>th</sup> day of his odd workweek schedule.

**26.2(i)** If all bargaining unit Maintenance Test Pilots are on vacation, absent from work, or unavailable for overtime, flights may be made by standardization pilots.

### **26.3 FERRY MISSIONS**

Standardization pilots may ferry personnel to downed aircraft after all available bargaining unit Maintenance Test Pilots on duty at the field have been assigned flights or recovery missions. Standardization pilots may participate as crew members on ferry missions within the local flying area to conduct training and/or flight evaluations on ferry aircraft but not on recovery aircraft.

## **ARTICLE 27 JOB DESCRIPTIONS**

### **27.1 CHANGES**

The following changes in classifications/bonus pay jobs are effective with this Agreement:

**27.1(a)** Revised the Job Description for ALSE Technician.

**27.1(b)** Insert the Job Description for MOC Clerk previously agreed to by the Company and the Union.

### **27.2 NO MATERIAL CHANGES**

The job descriptions for job classifications listed in Article 19 will remain in effect with no change in the material content of the job descriptions, except for changes mutually agreed to by the parties through negotiations.

### **27.3 SHIFT/WORKWEEK CHANGES**

There will be no retroactivity on shift/workweek changes, work location assignments, vacation scheduling or other actions made by seniority for employees who obtain a more favorable relative seniority position in their classification on the seniority list. New relative seniority positions of affected employees will be used for future actions made by seniority.

## **ARTICLE 28 NEW TECHNOLOGY**

### **28.1 COMPANY AND UNION GOALS**

The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and thereby provide economically secure jobs for its employees. It is the Company's policy to make training available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of new technology.

### **28.2 TECHNOLOGY BRIEFINGS**

In order that employees can better prepare themselves for the skill requirements of the future, and in fulfillment of its obligation to provide information to the Union Grievance/Negotiating Committee, the Company will, not less than quarterly, provide a briefing to the Union Grievance/Negotiating Committee of the Company's plans for the introduction of new technology which may affect the employees. During these briefings, the Company will inform the Union Grievance/Negotiating Committee of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any intended training programs associated with those impacts. Included will be briefings on the implementation of computer-based systems that will result in the displacement of employees. The Union and its representatives will protect the confidentiality of Company sensitive and proprietary information disclosed in the briefings.

### **28.3 CHANGES IN EXISTING JOBS**

When existing job duties are affected by the new technology, the Company will advise the Grievance/Negotiating Committee of the necessary changes to be made, the proposed job description, appropriate classification and rate range. If the Company and the Union cannot agree on the Company's proposed job description, classification, or rate range, the dispute shall be settled in accordance with Article 23.

#### **28.3(a) NEW TECHNOLOGY**

Employees who are displaced as a result of automation or technology may be provided training programs for entry into other classifications as required by the Company.

## ARTICLE 29 PENSIONS

### 29.1 CONTRIBUTION RATE

The Company shall contribute to the IAM National Pension Fund, Benefit Plan B for each hour or portion thereof to a maximum of forty (40) hours per workweek for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$1.60 per hour effective June 1, 2007  
\$1.75 per hour effective June 1, 2008  
\$1.90 per hour effective June 1, 2009  
\$2.05 per hour effective June 1, 2010

### 29.2 40 HOUR WEEK

The Company shall continue contributions based upon a forty (40) hour week while an employee is off work due to paid vacations, paid holidays, other paid leaves, Negotiating Committee when negotiating contract, or on leave to serve as Grand Lodge Representative for the Union.

### 29.3 SENIORITY EMPLOYEES

The Company shall commence contributions at the completion of the employee's probation period, but no later than 90 days after date of hire.

### 29.4 WHEN CONTRIBUTIONS ARE MADE

Contributions shall be made no later than the 20th of each month covering payroll periods ending the previous month.

### 29.5 PARTICIPATION AGREEMENT

The Union and Company will adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time. The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the contribution rate. The parties may increase the contribution rate and/or add job classifications or categories of hours for which contributions are payable.

### 29.6 ENTIRE AGREEMENT

This Article contains the entire agreement between the parties regarding the Company's obligations to contribute to the IAM National Pension Fund, Benefit Plan B, and no oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure settlement or arbitration decision with respect to the contribution payment obligation under this Article shall be binding upon the Trustees of the Pension Fund.

## ARTICLE 30 MAINTENANCE TEST PILOTS

### 30.1 PROCEDURES TO BE MET

Prior to any flight, including damaged aircraft recoveries, the provisions of TM1-1500-328-23 and Government approved Quality procedures shall be met.

### 30.2 SAFETY OF FLIGHT

Nothing shall be construed to override a Maintenance Test Pilot's prerogative when safety of flight is in question.

### 30.3 PRE-FLIGHT INSPECTION

Portable flood lighting equipment will be provided for pre-flight inspection upon request by the Maintenance Test Pilot.

### 30.4 FUNCTIONAL CHECKS

Maintenance Test Pilots working under this Agreement shall accomplish functional check flights and related Maintenance Test Pilot duties, and the Company shall not request the military to accomplish bargaining unit Maintenance Test Pilots' work.

### 30.5 REVALIDATIONS

Maintenance Test Pilots shall be permitted sufficient time to revalidate or maintain their professional flying license on their own time.

### 30.6 QUALIFICATIONS AND MULTIPLE CURRENCY BONUS PAY

Maintenance Test Pilots must have aircraft qualifications and currency for two or more aircraft during the fourth weekly pay cycle of the month for each month they are to receive the bonus. For the purpose of this section, two or more aircraft will be considered separate aircraft if each requires an independent and separate check ride to remain current. To receive the bonus, a pilot must conduct flights in both aircraft. When Maintenance Test Pilots maintain currency and are performing maintenance test flights in more than one aircraft mission, type, design, and series, they shall be compensated an additional \$100 per month. The Company will establish the number of dual aircraft qualifications required by location and shift. Training and assignment shall be offered by seniority. When enough qualified volunteers are not available, assignment will be given to the least senior qualified Maintenance Test Pilot.

### 30.7 GROUNDED MAINTENANCE TEST PILOTS

Maintenance Test Pilots temporarily grounded for reasons other than those listed in 17.8 may be assigned other flight related duties at their regular rate of pay for a period of up to 60 calendar days. Such period may be extended by mutual agreement between the Company and the Union Grievance/Negotiating Committee person.

## **ARTICLE 31 IAM NATIONAL 401(K) PLAN**

### **31.1 IAM NATIONAL 401(K) PLAN**

The Company will continue to make available the IAM National 401(K) Plan in accordance with the Plan Document.

## **ARTICLE 32 DENTAL PROGRAM**

### **32.1 COMPANY CONTRIBUTIONS**

Effective December 1, 2003, bargaining unit employees will be offered coverage in the Dental Plan of the IAM Benefit Trust Fund. Employees will have the option of two levels of coverage, Core or Enhanced. The Core Option will be Company paid. The Enhanced Option will require a monthly premium payment by the employee to cover the difference of the cost between the Core and the Enhanced plans.

### **32.2 NATIONAL IAM BENEFIT TRUST FUND**

Such contributions shall be paid to the National IAM Benefit Trust Fund by the 10th day of the month following the month in which they accrue.

### **32.3 CHANGES IN COST**

It is acknowledged that there may be increases in the cost or utilization of dental care during the term of this agreement and that, in order to maintain the benefits of the Dental Program, it may be necessary for the Board of Trustees of the National IAM Benefit Trust Fund to direct one or more increases in the contribution rate. In such an event, and upon 90 days advance notice from the Trustees, the Company will increase the aforesaid contribution rate by the total amount of increases directed by the Trustees, during the term of this Agreement, shall not exceed \$2.00 per employee per month.

### **32.4 SUBSCRIPTION AGREEMENT**

The Company and the Union will execute the standard Subscription Agreement required by the National IAM Benefit Trust Fund.

## ARTICLE 33 TRAINING

### 33.1 TRAINING

Employees, other than Maintenance Test Pilots, will be selected for factory training, advance training courses and other formal training courses, by non-company personnel, from qualified volunteers, by classification, by shift, by location. If the training is on a new type aircraft, employees may be selected by classification, by shift, at the Company's option. Maintenance Test Pilots will be selected from qualified volunteers, by location, by shift, according to seniority.

**33.1(a)** Should a dispute arise among qualified volunteers, seniority will prevail. Absent employees will be considered provided they are scheduled to return to work at Fort Rucker on the workday prior to the calendar day of the assignment. In the absence of a qualified volunteer, the least senior employee qualified and eligible for the training (in accordance with the option selected under Section 33.1) may be assigned.

**33.1(b)** Employees who have received factory training, advanced training courses and other formal training courses, two (2) weeks or longer, by non-company personnel may be assigned to the affected location/shift unless affected by promotion or layoff on the equipment/process trained on until adequate cross-training is accomplished, not to exceed a 24 month period from date of completion of training. Employees who have received such formal training of two (2) weeks or longer will not be eligible for further formal training during the 24 months, unless such additional training is on the same equipment, or there is a requirement to train an employee on more than one type aircraft or equipment in the same overtime project. Employees who have received factory training, advanced training or other formal training courses (any individual course of 80 hours within 20 workdays unless extended by mutual agreement) by Company personnel may be assigned to the affected location/shift unless affected by promotion or layoff on the equipment/process trained on until adequate cross training is accomplished, not to exceed a six (6) month period from the date of completion of the training.

### 33.2 TRAINING TO QUALIFY

Whenever the Company determines that employee training will be feasible, appropriate, and necessary to qualify employees to perform the new or changed work resulting from new technology introduction, such training programs will include the Union Grievance/Negotiating Committee's appropriate recommendations. The Company shall first offer training to senior employees in the classification affected by new technology.

**33.3 TUTION ASSISTANCE**

The Company promotes and encourages education and training as a means of increasing employee productivity and expanding career potential. Job related course(s) will tend to improve the employee's performance on his current job or help him prepare for future assignments with the Company for which he might reasonably be expected to qualify in a field which is job related. The Company will reimburse an employee one hundred (100%) percent of the paid tuition fee for each successfully completed job related course if such employee has received written approval of the course from the Company prior to the employee's beginning such course and attaining an A or B or Pass in a pass/fail course. A grade of C will be reimbursed at 75% of the paid tuition fee for each successfully completed job related course if such employee has received written approval of the course from the Company prior to the employee beginning such course. Such approval shall not be unreasonably denied. There will be no lifetime cap for approved tuition assistance. The remainder of the policy and procedure, as listed in the Training and Certification procedural manual remains in effect.

## ARTICLE 34 GOVERNMENT SECURITY CLEARANCES

### 34.1 DEFENSE SECURITY

In the event that the Department of Defense, through its duly authorized representatives concerned with security, advises or has advised the Company that any employee covered by this Agreement is denied access to classified information and/or access to security controlled areas where such access is required in the performance of that employee's duties, such employee shall be subject to appropriate action(s) the Company considers necessary for security reasons in accordance with the below provisions.

### 34.2 SECURITY CLEARANCE PROCESSING

If the Government requires a Security Clearance or National Agency Check (NAC) to perform a specific job, or for access to restricted areas, uncleared employees currently assigned to that job and/or area will be required to promptly apply for the appropriate government security clearance. Employees who have submitted the appropriate application will be permitted to continue working in the classification at the restricted area, in accordance with applicable government provisions, while his application is pending approval by the appropriate government agency. Employees shall not be moved from the position unless his application approval has been denied and the employee provided proof of the denial, or as directed by the government. The security clearance and/or restricted area access shall be a condition of an employee being assigned to or holding that job assignment.

### 34.3 CLEARANCE REQUIREMENTS PRIOR TO REASSIGNMENT

Employees who have requested and been granted, in accordance with Article 35, reassignment to areas requiring clearance/access approval will within three (3) weeks complete an application for such clearance. Employees who meet these requirements will be allowed to hold the position, in accordance with applicable government provisions, while his application is pending approval by the appropriate government agency. Employees shall not be moved from the position unless his application approval has been denied and the employee provided proof of the denial, or as directed by the government. Employees shall not be required to involuntarily move on a permanent basis to an area requiring clearance/access approval, out of line of seniority, based upon possessing the needed security clearance.

**34.3(a)** As a need arises, the Company shall provide an opportunity for security clearance application to qualified senior employees by shift, location and classification or bonus pay job assignment as determined by the Company. Maintenance Test Pilots must have aircraft qualifications to be eligible.

### 34.4 DENIAL OF SECURITY CLEARANCE

If an employee is assigned to a work area that requires a security clearance or NAC and is denied the security clearance or NAC, the employee shall be allowed to exercise his transfer rights, seniority permitting, under Section 35.7 or 35.8. If unable to transfer under Section 35.7 or 35.8, he shall be able to exercise his displacement options under Section 4.7.

## ARTICLE 35 RECLASSIFICATIONS AND REASSIGNMENTS

### 35.1 RECLASSIFICATIONS

When a vacancy occurs within a bargaining unit classification, other than as a result of layoff, it will be assigned to employees on the active payroll [i.e., an employee not on indefinite layoff, or an inactive employee (defined as an employee on a leave of absence of more than 30 calendar days)] by seniority who have the qualifications to perform the work involved and who have valid status change request forms on file in the Personnel section. If the vacancy involves adding a person on the payroll, employees on indefinite layoff compete for the vacancy, provided they have a valid reclassification request on file. An employee's personnel file as it exists at the time the vacancy occurs, including on-the-job experience as shown in the personnel file, and the job description shall be the determining factors in filling vacancies. An employee entering a classification which he has not held before may be temporarily assigned to a shift, location, or workweek for familiarization, where he would not work alone before he has completed 60 days in the new classification.

An inactive employee (defined above) with permanent medical restrictions, who is unable to perform all essential functions of his current classification may reclassify within 365 days from the date of his last day of active employment to another position (vacancy) if he:

- Possess the qualifications required for the position;
- Possess the seniority to obtain the position;
- Able to perform all essential functions associated with the new position.

Inactive employees may not displace active employees and may only bid for positions which are not under competition by active employees.

**35.1(a)** An employee returning from a vacation of any length or from a leave of absence of 30 calendar days or less, or medical leave, whether paid or unpaid, who would have been promoted during such vacation, leave of absence, or medical leave of any length, shall be offered promotion according to seniority and qualifications, upon his return to work. The employee may decline such promotion/reclassification without penalty.

**35.1(b)** If the vacancy is not filled under Sections 35.1 or 35.1(a) it will be offered to employees on layoff by seniority who have the qualifications to perform the work involved and who have a valid status change request form on file in the Personnel section.

**35.1(c)** If the vacancy is not filled under Sections 35.1, 35.1(a), or 35.1(b) it will be filled by new hires or from any other source available.

**35.1(d)** An employee on layoff shall not be entitled to displace another employee from employment.

**35.1(e)** The rights of veterans and any persons returning from any type of military leave of absence of more than 30 calendar days will be governed by applicable federal or state law.

## **35.2 STATUS CHANGE FORMS**

Status change forms shall be available in the Personnel section and in each work area. The right of classification change, shift change, or location change may be exercised no earlier than six (6) months from the date of honoring an employee's last request of the same type. If an employee is displaced during this six (6) month period, he may submit another request of the same type without penalty. However, reclassified employees can compete for bonus pay job assignments and higher classifications during this six (6) month period. Such employee can be displaced by another employee exercising his full seniority rights.

**35.2(a)** Employees must file a separate status change form for each type change to include reclassification, bonus pay job assignment, shift/workweek, or location transfer desired. Other forms used in personnel assignments are (1) bonus pay job relinquishment, (2) withdrawal of status change request, (3) shift displacement, and (4) location displacement.

Only those employees currently occupying the classification with the bonus pay assignment can request the bonus pay assignment.

If an employee is removed from a classification/bonus pay job assignment because of inability to perform, he is not eligible to return to the classification/bonus pay job assignment until he has completed additional training directly related to the classification/bonus pay assignment from which he was previously removed. The employee will advise the Company of completion of such additional training in writing on the status change request form.

**35.2(a)(1)** When filing status change requests, employees can specify the desired location and shift and will compete only for those vacancies. In the absence of a request, the least senior employee in the group will be assigned. Employees who specify any location or shift will compete for all status changes.

**35.2(a)(1)(a)** When filing a request for reclassification or a bonus pay job using the "ONLY" section, employees can specify location and/or shift/workweek, and will compete only for those vacancies.

Employees who do not use the "ONLY" section will compete for the reclassification/bonus pay job regardless of shift/workweek and location.

**35.2(a)(1)(b)** When filing a request for a location or shift/workweek change using the “ONLY” section, employees can specify location, shift, workweek and days off, and will compete only for those vacancies.

Employees who do not use the “ONLY” section will compete for the specified shift regardless of days off.

**35.2(b)** Status change request forms must be filed not later than the 17th calendar day prior to the Monday the vacancy is filled, except that a person promoted, reclassified, assigned a bonus pay job, assigned to a shift, location, or workweek assignment within 10 days prior to a vacancy can file a request by the Tuesday preceding the Monday the vacancy is filled. Employees assigned to odd workweek may file a request and/or displacement form on the day that he is given his status change paperwork. The status change request and/or displacement form is considered to be filed with the Personnel Section on the date shown on the employee's receipt. Status change requests may be withdrawn at any time. The withdrawal will be effective 18 calendar days after receipt.

**35.2(b)(1)** A job is considered filled for a period of 21 calendar days unless extended by mutual consent of the Company and the Union at the earliest of the date an applicant is referred for a drug screen or the date a formal job offer is made in writing by the Personnel Section. The Union will be notified in writing at the time the Personnel Section makes the written offer.

**35.2(c)** Bypasses: If the Company does not honor a status change request, it shall notify the employee in writing and shall state the reason. Any employee more senior than the employee reclassified may file a grievance provided that, if the issue is arbitrated, all grievances arising out of failure to honor the status change request will be consolidated for arbitration.

**35.2(d)** Status change requests and displacement forms are valid only in the classification and bonus pay job held at the time it is filed. Reclassified employees must file new status change requests and/or displacement forms after entering the new classification or bonus pay job to receive further consideration for reclassification and other status changes or displacement options.

**35.2(e)** An employee will receive a change of status slip at each change of status to include each time he is assigned work outside his line of progression, or in a higher classification in his line of progression. The change of status slip will be provided an employee each time he performs the duties of a lower classification in his line of progression unless his job description specifically provides that the employee perform the duties of lower classified employees within the line of progression.

**35.2(f)** When a request is honored, the employee must accept the classification, bonus pay job, location, shift/workweek assignment. Any other pending requests by that employee for the same type request honored will then become void.

**35.2(g) Displacement Forms** Location and shift/workweek displacement forms must be filed with Personnel no later than the 17th calendar day prior to the Monday the vacancy is filled; provided that those employees who have, within ten (10) days prior to the vacancy being filled, been assigned to a location, shift, or entered a classification or bonus pay job, will have to file the displacement form no later than the Tuesday prior to the Monday the vacancy is filled. Displacement forms may be withdrawn and a new one filed at any time; the withdrawal and replacement, if any, will be effective 18 calendar days after receipt.

**35.2(g)(1)** An employee occupying a bonus pay job can file a request to relinquish the bonus pay job to be used in the event he is being displaced from his shift/workweek or location by using the “ONLY” section of the displacement form.

**35.2(h) Notifications of Change in Status** The Company will attempt to notify employees of any impending change in status in writing by the end of his shift on Thursday prior to the Monday such change is made.

**35.2(h)(1)** A report of all status changes, Company wide, to include shift/workweek changes, location changes, reclassifications and the addition or deletion of bonus pay job assignments will be prepared weekly as changes occur. A copy of this report will be furnished to the Business Representative and the Grievance/Negotiating Committee. A copy will be posted on Company bulletin boards at each major work site during the week the changes are made.

### **35.3 ASSIGNMENTS TO SATELLITE WORK LOCATIONS**

Assignments to satellite work locations, such as stage fields that are permanently manned by employees from an airfield shall be made from available senior qualified volunteers within the classification/bonus pay job assignment from the supporting field and shift/workweek. Volunteers for a satellite work location assignment must have a request on file in the respective field manager’s office 10 calendar days prior to the date the satellite work location vacancy is filled. Request forms to transfer to and from a satellite work location will be available at each location that supports satellite work locations.

**35.3(a)** If the assignment cannot be made from qualified volunteers, the least senior qualified employee within the classification/bonus pay job assignment on the same shift/workweek at the supporting field shall be assigned.

**35.3(b)** Reductions of employees at satellite work locations shall be made from volunteers within the classification/bonus pay job assignment on the same shift/workweek. In the absence of volunteers, the least senior employee in the classification/bonus pay job assignment on the affected shift/workweek shall be reassigned back to the supporting field.

**35.3(c)** Employees assigned to satellite work locations shall be given preference to return to the supporting field over new hires and other employees by seniority by classification by submitting a written request to the field manager stating their desire to transfer no later than the 10th calendar day prior to the Monday the vacancy is filled.

**35.3(d)** Employees transferred to, entering or reentering a classification at, or displaced from a shift at a supporting field will within ten (10) calendar days after the new assignment, compete with other qualified employees at the supporting field to displace a less senior employee in the same classification/bonus pay job assignment for a satellite work location assignment at the same supporting field based on seniority and qualifications.

**35.3(e)** If an additional satellite work location is established, employees at the supporting field and those employees already assigned to satellite work locations manned from that supporting field will compete for the newly established satellite work location.

#### **35.4 FLEET REALIGNMENT**

In the event of aircraft fleet reassignment from one field to another, the Company shall request volunteers from each affected overtime project and shift at the supporting field/work location which loses the overtime project as a result of the realignment. In the event sufficient numbers of qualified personnel in each affected classification/bonus pay job assignment and overtime project and shift do not volunteer, the Company shall assign low seniority employees in the affected classification/bonus pay job assignment and overtime projects and shifts required to effect the transfer of up to 70% of the assigned employees in the affected projects. If there is more than one classification in an overtime project, the assignment shall be by low seniority by classification/bonus pay job assignment in the overtime project and shift. Additional vacancies, if any, will be filled under the transfer or shift change provisions of the Bargaining Agreement.

#### **35.5 FLIGHT CREW MEMBERS**

Where required, the Company will select senior qualified employees by classification, shift and field location working on the type of aircraft requiring flight crewmembers. However, this assignment does not create a shift vacancy.

**35.5(a)** When the Company determines there is a surplus of flight crewmembers, the least senior flight crewmember within the affected classification, shift, work location and type aircraft affected will relinquish his flight crewmember card.

**35.5(b)** Employees who relinquish flight crewmember status for any reason other than shift, field or type aircraft change will forfeit all rights to future flight crewmember status for a 90-day period from date of relinquishment. Flight crewmember cards will be revoked when the holder changes shift, field, or type of aircraft.

**35.6 SELECTION OF SHIFT STARTING TIME**

**35.6(a)** Employees entering an overtime project will be allowed to choose starting time by seniority within 10 workdays.

**35.6(b)** When the Company adds or removes any employee(s), or increases/decreases the total number of employees to a starting time within an overtime project, the most senior employee in the group shall be allowed to choose his shift starting time by seniority within 10 workdays.

**35.6(c)** Maintenance Test Pilots will be allowed to select start time by seniority and qualifications.

**35.7 SHIFT CHANGES AND LOCATION TRANSFERS**

**35.7(a)** Shifts and workweeks referred to in this Article are first, second and third shifts, regular workweek and odd workweek as set forth in Article 10.

**35.7(b) Maintenance Test Pilot Provisions** Maintenance Test Pilots must have aircraft qualifications but do not have to be current before being assigned.

**35.7(b)(1)** Maintenance Test Pilots may be retained or assigned at a particular field location to provide coverage by qualified Maintenance Test Pilots for aircraft based at the location.

**35.7(b)(2)** Seniority shall be the controlling factor for Maintenance Test Pilots, in shift/workweek and location assignment. However, Maintenance Test Pilots may be temporarily assigned to shifts/workweeks, based on qualifications and seniority, to offset absences due to training, checkouts, vacations and annual National Guard or reserve leave. Maintenance Test Pilots conducting or receiving training may be assigned to first shift for up to 30 workdays. The assignment may exceed 30 workdays due to extenuating circumstances by mutual agreement between the Company and the pilot Union Grievance/Negotiating Committee person.

**35.7(c) Flight Engineers and Flight Mechanics** Flight Engineers and Flight Mechanics to be checked out in aircraft may be assigned to first shift regardless of seniority, provided the check out period does not exceed 15 workdays unless due to extenuating circumstances or aircraft type. The Union Grievance/Negotiating Committee person will be informed of any extensions beyond 15 workdays and the reasons for the extension. During the checkout, Flight Engineers and Flight Mechanics may be temporarily assigned to a shift/workweek and/or field location, first by qualified volunteers by location, by shift, by seniority, then by assignment of qualified low seniority employees by location, by shift, to replace the employees to be checked out for the length of time involved on the check out.

**35.7(d) Probationary Employees** Probationary employees, other than Maintenance Test Pilots, may not be displaced from assigned shift and location except during indefinite layoff.

**35.7(e) Newly Established Assignments** If a new location is opened or a new shift/workweek, classification or bonus pay job is added at an existing location, employees will be notified in advance so that those who desire to file written requests may do so. The Company, according to the circumstances, will then utilize the shift change or transfer procedures of this article.

## **35.8 LOCATION TRANSFERS**

**35.8(a)** When a transfer is made from a losing location to a gaining location on the same shift and workweek, the following procedure will apply:

**35.8(a)(1)** The senior employee(s) in the classification/bonus pay job assignment on the shift/workweek with a valid request or displacement form (for displaced employees involved) on file to transfer to the gaining location(s) will be transferred to the gaining location(s). No transfer requests will be honored from employees at the location with the greatest gain.

**35.8(a)(2)** Location vacancies created by the transfer of employees in Section 35.8(a)(1) above will be filled by the senior employee(s) in the classification/bonus pay job assignment at the losing location(s) on the shift/workweek with a valid request or displacement form (for displaced employees involved) on file to transfer to the location where the vacancy is created.

**35.8(a)(3)** If the vacancies are not filled by requests, the least senior employee in the classification/bonus pay job and shift/workweek at the losing location(s) shall be transferred to the gaining location(s).

**35.8(a)(4)** Employees will have preference, by seniority, for location assignments, when vacancies occur at multiple locations, provided they have a valid shift/location request or displacement form on file in Personnel.

## **35.9 CLASSIFICATION REALIGNMENTS**

When there is an excess number of employees in a particular classification, and a shortage of employees in other classifications, the excess employee(s) may compete for the vacant classifications together with those employees who have a classification change request on file for the vacancy(s). If the excess employee(s) cannot or elects not to fill a vacancy, he may exercise the options provided in the indefinite layoff section.

**35.9(a)** Affected employees and the Union will receive no less than two (2) workdays notice.

**35.10 SHIFT/WORKWEEK CHANGES**

**35.10(a)** A shift/workweek vacancy is created when an employee

- Returns from indefinite layoff
- Returns from a leave of absence of six (6) months or more
- Enters a classification or bonus pay job
- Completes his probationary period, or
- When the Company declares the need for an additional employee on a specific shift/workweek.
- The competitors for such a shift/workweek vacancy are those employees named in this paragraph, and employees in the same classification/bonus pay job who have a valid request form on file to transfer to the shift/workweek vacancy. All competitors must have the proper requests and displacement forms on file in the Personnel Section to be considered for the vacancy.

**35.10(a)(1)** Employees returning from a leave of absence of six (6) months or less will not create a shift/workweek vacancy, but will return to the shift/workweek, and location last held, seniority permitting. If seniority does not permit his return to the shift/workweek and location last held, or if the shift, workweek or location no longer exists, a shift/workweek vacancy will exist upon his return.

**35.10(b)** When a vacancy occurs, or a transfer is made from one shift and workweek to another, the vacancy will be filled by the competitor or the employee on the same shift at another location, whichever is senior.

**35.10(b)(1)** If the vacancy is filled by transfer of an employee on the same shift from another location, the most senior remaining competitor will be assigned to the shift/location vacated by the person transferred.

**35.10(b)(2)** If the shift/workweek vacancy is not filled by transfer, the most senior remaining competitor will fill the shift/workweek vacancy, or may displace the least senior employee on another preferred shift/workweek, seniority permitting. Such displaced employee will then fill the vacancy. If the vacancy is not filled under the above provisions, the least senior employee in the classification or bonus pay job on the shift and workweek to be reduced will fill the vacancy.

**35.10(b)(3)** When different locations have the same type shift/workweek vacancy, eligible employees will have preference, by seniority, for location assignment, provided they have indicated their preference on the shift/workweek request or shift/workweek displacement form.

**35.10(c) ODD WORKWEEK ASSIGNMENTS** At the time an employee is assigned to or displaced on an odd workweek, or a vacancy occurs on an odd workweek he may, by seniority, choose his days off among available assignments at his location by displacing the least senior employee within his classification (and/or bonus pay job assignment) and shift/workweek provided he has indicated his preference on the shift/workweek request or displacement form.

### **35.11 TEMPORARY TRANSFERS AND SHIFT CHANGES**

**35.11(a)** This section will not be used to avoid declaring a vacancy by use of repeated transfers from one shift to another or from one location to another.

**35.11(b)** Transfers of any employee from one location or shift to another may be made temporarily to meet varying business conditions for a period not to exceed ten workdays, except as extended by mutual agreement between the Company and the Union Grievance/Negotiating Committee person.

**35.11(c)** Temporary transfers from one location to another will be made by classification from qualified volunteers within a shift and overtime project by location in accordance with seniority.

**35.11(d)** Temporary transfers from one shift to another shift at the same location will be made by classification from qualified volunteers by overtime project in accordance with seniority.

**35.11(e)** In the absence of volunteers, the least senior qualified employee in the applicable classification, overtime project and shift will be transferred temporarily.

### **35.12 TRIAL PERIOD**

An employee who is assigned to a job classification or bonus pay job, and who fails to perform satisfactorily the requirements of the classification or bonus pay job will be returned to his status prior to the assignment, seniority permitting, within a reasonable length of time, not to exceed 90 days.

### **35.13 TEMPORARY RECLASSIFICATIONS**

Temporary transfers from one classification or line of progression to another, shall be made without change in classification or base rate of pay, and for a maximum of ten workdays unless extended by mutual agreement of the Company and the Union Grievance/Negotiating Committee person; provided, however, that an employee who is temporarily transferred for four (4) or more hours during a shift to a higher classification shall be paid for all hours worked in that higher classification. The employee will receive a change of status slip in accordance with Section 35.2(e).

**35.14 PERMANENT DISABILITY**

An employee who becomes unable to perform the duties and responsibilities of his classification because of permanent disability (disability as defined by the Americans With Disabilities Act – ADA) which cannot be accommodated, as such accommodation is defined and required by federal law, shall be allowed to exercise his options under the layoff procedure for positions which he is able to perform or shall be given a leave of absence, in accordance with Article 5. Each such case will be discussed with the Union prior to granting the right to exercise any rights under Section 4.7. For procedures governing those employees with disabilities as defined by the Americans With Disabilities Act (ADA), refer to 17.13. For information related to medical leave, refer to 5.3 and 5.18.

**35.15 FLIGHT MECHANICS**

Where required, the Company will select employees from the Aircraft Mechanic Classification by seniority to serve as Flight Mechanics. Flight Mechanics will be selected on the following basis; physical fitness to obtain an FAA or Military Class III Medical Certificate and qualification as required in the Flight Mechanic job description, in accordance with seniority.

**35.15(a)** Employees desiring consideration for Flight Mechanic jobs must have a valid request on file in accordance with Section 35.2.

**35.15(b)** Substitute Flight Mechanics will be selected from qualified volunteers by seniority, from the Aircraft Mechanic classification, by field, shift, and overtime project. Substitute Flight Mechanics, when required by the Company, may function during the absence from the work location of, and need for a regular Flight Mechanic or training of a Flight Mechanic, or when flying with a Stand Pilot for a period not exceeding 10 workdays, except the period can be extended because of vacation, or by mutual agreement between the Company and the Grievance/Negotiating Committee person. Substitute Flight Mechanics will compete for available overtime in the Flight Mechanic overtime project on the same shift/location after all regularly assigned Flight Mechanics in that overtime project have been offered the available overtime.

**35.15(c)** When there is a surplus of Flight Mechanics, Flight Mechanic status will be removed from the least senior Flight Mechanic. An employee displaced from Flight Mechanic status may exercise all seniority rights as Aircraft Mechanic, and rights granted under Section 4.7(c). Substitute Flight Mechanic status will be removed from the least senior substitute Flight Mechanic at the affected location, shift, and overtime project where there is a surplus.

**35.15(c)(1)** An employee may, at his option, relinquish substitute Flight Mechanic or Flight Mechanic assignment at any time, and shall forfeit all rights to future Substitute Flight Mechanic and Flight Mechanic assignments for a 90 day period from the date of relinquishment, unless waived by the Company, after all requests have been honored. A request to relinquish Flight Mechanic cannot be withdrawn after it has been received by the Company. The Company will honor the relinquishment within 17 calendar days of receipt.

**35.15(d)** Flight Mechanics compete only among other Flight Mechanics for shifts/workweeks and work locations. Flight Mechanics compete within their overtime project for vacation scheduling and assignment of overtime. Flight Mechanic bonus will be removed during such assignment unless Flight Mechanic status is a valid requirement of the overtime assignment, as determined by the Company.

### **35.16 FLIGHT ENGINEERS**

Where required, the Company will select employees from the Aircraft Mechanic classification by seniority, working on the respective aircraft, to serve as Flight Engineers. If the positions are not filled in this manner, Flight Engineers will be selected from employees in the Aircraft Mechanic classification who have former experience on the respective aircraft. If the positions are not filled following the above steps, then Flight Engineers will be selected from employees in the Aircraft Mechanic classification. Flight Engineers will be selected on the following basis: physical fitness to obtain an FAA or Military Class III Medical Certificate and qualifications as required in the Flight Engineer job description, in accordance with seniority.

**35.16(a)** Employees desiring consideration for Flight Engineer jobs must have a valid request on file in accordance with Section 35.2.

**35.16(b)** Substitute Flight Engineers will be selected from qualified volunteers by seniority from the Aircraft Mechanic classification working on the respective aircraft by field and shift. Substitute Flight Engineers, when required by the Company, may function during the absence from the work location of, and need for a regular Flight Engineer, or training of a Flight Engineer for a period not exceeding 10 workdays, except the period can be extended because of vacation or by mutual agreement between the Company and the Union Grievance/Negotiating Committee person. Substitute Flight Engineers may compete for available overtime in the Flight Engineer overtime project on the same shift/location after all regularly assigned Flight Engineers in that overtime project have been offered the available overtime.

**35.16(c)** When there is a surplus of Flight Engineers, Flight Engineer status will be removed from the least senior Flight Engineer on the respective aircraft. An employee displaced from Flight Engineer status may exercise all seniority rights as Aircraft Mechanic, and rights granted under Section 4.7(c). Substitute Flight Engineer status will be removed from the least senior Substitute Flight Engineer at the affected location and shift when there is a surplus.

**35.16(c)(1)** An employee may, at his option, relinquish Substitute Flight Engineer or Flight Engineer assignment at any time, and shall forfeit all rights to future Substitute Flight Engineer and Flight Engineer assignments for a ninety (90) day period from the date of relinquishment, unless waived by the Company, after all requests have been honored. A request to relinquish Flight Engineer cannot be withdrawn after it has been received by the Company. The Company will honor the relinquishment within 17 calendar days of receipt.

**35.16(d)** Flight Engineers compete only among other Flight Engineers at their respective location for shifts and workweeks. Flight Engineers compete within the overtime project for vacation scheduling and assignment of overtime. Flight Engineer bonus will be removed during such assignment unless Flight Engineer status is a valid requirement of the overtime assignment, as determined by the Company.

**35.16(e)** Substitute Flight Engineers may be assigned to perform ground functional checks and will not receive Flight Engineer bonus pay, unless then assigned in writing to perform Flight Engineer flight duties.

### **35.17 LEADERS**

Where required, the Company will select employees from qualified volunteers from each applicable classification, by seniority, to serve as Leaders.

**35.17(a)** Employees desiring consideration for Leader jobs must have a valid request on file in accordance with Section 35.2.

**35.17(b)** When there is a surplus of Leaders, Leader status will be removed from the least senior Leader within the affected classification. An Aircraft Mechanic displaced from Leader status may exercise all seniority rights granted under Section 4.7(c).

**35.17(c)** An employee may, at his option, relinquish Leader assignment and shall forfeit all rights to future Leader assignments for a 90 day period from date of relinquishment, unless waived by the Company, after all requests have been honored. A request to relinquish Leader assignment cannot be withdrawn after it has been received by the Company. The Company will honor the relinquishment within 17 calendar days of receipt.

**35.17(d)** Leaders compete with other employees in the same classification within their overtime project for vacation scheduling.

**35.17(e)** If a Leader is needed, Leaders compete first among other Leaders within the overtime project for assignment of overtime. Thereafter, Leaders will compete with other employees in the same classification within the overtime project; however, the Leader bonus will be removed during such assignment unless Leader status is a valid requirement of the overtime assignment, as determined by the Company.

**35.17(e)(1)** Should a Leader refuse overtime as a Leader, he is charged with the hours offered or worked. Likewise, when he competes for overtime within his classification, he is also charged with the time offered or worked. If he refuses the overtime as a Leader, and then again refuses overtime within his classification, he is charged with the hours worked or offered the second time. Leaders can be scheduled to work as a Leader or in his classification if he has the least number of overtime hours, and will be charged the third time for hours offered or worked.

**35.17(f)** Temporary Leader jobs, when required by the Company, will be offered first to senior qualified permanently assigned employees within the applicable classification and crew. Thereafter, the Temporary Leader assignment will be offered to other senior qualified permanently assigned volunteers within the applicable classification and overtime project.

**35.17(f)(1)** Temporary Leaders, when required by the Company, may function during the absence from the work location, and need for a regular Leader, or need for an additional Leader, for a period not exceeding 10 workdays, except the period can be extended because of vacation or by mutual agreement between the Company and the respective Grievance/Negotiating Committee person. Temporary Leaders will compete for available overtime on the same basis as regular Leaders after all regularly assigned Leaders in the overtime project have been offered the available overtime.

## ARTICLE 36 COMPANY RULES AND EMPLOYEE DISCIPLINE

### 36.1 RULES AND REGULATIONS

The Company shall enforce rules and regulations fairly and equitably. The Union and employees shall be notified prior to the institution of new rules and regulations or changes in existing rules and regulations. The Union shall have the right to protest through the grievance procedure the extent of any penalty levied against any employee for any alleged violation of such rules and regulations. Letters of Reprimand will be returned to the employee after six (6) months from date of issue. Letters of Suspension will be returned to the employee after 12 months from date of issue. Letters of Reprimand and Letters of Suspension returned to the employee shall not be used for any future disciplinary action.

**36.1(a)** Discipline shall be given for violation of work rules within 10 workdays after the Company becomes aware, or should have reasonably known, of the violation(s), unless extended by mutual agreement of the Union and Company.

### 36.2 NOTICE OF SUSPENSION OR DISCHARGE

Prior to issuing a suspension of five (5) days or more or discharging an employee, the Company will give at least 48 hours written notice to the Union and the affected employee. During this notice period an employee who has a suspension pending will remain on the clock unless the Company determines the employee must leave immediately. During this 48 hour notice period, a meeting shall be held with affected employee (if available), the Manager, Personnel and/or Manager, Labor Relations or their designee and the Union Business Representative or his designee, the Chairman of the Union Grievance Committee and/or the appropriate Committee person.

Discipline will be considered issued under Article 36.1 upon Union receipt of the written notice.

**36.2(a)** Notice to the employee may be delivered in person or sent by certified mail, or telegram or other documentable and verifiable means to the employee's last known address as shown on the Company records.

**36.2(b)** A grievance arising out of discharge or disciplinary suspension must be filed with the Manager, Labor Relations or designee, within five (5) workdays after such discharge or suspension, and shall be processed in Step III.

## **ARTICLE 37 DURATION**

### **37.1 DURATION DATES**

This Agreement shall remain in effect until midnight on May 1, 2011, without reopening rights for any purpose by either party, and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate the Agreement is given by either party at least 60 days prior to May 1, 2011, or at least 60 days prior to any annual expiration date thereafter. If such written notice of desire to terminate is given, the parties may nevertheless mutually agree in writing to an extension of this Agreement for a specified length of time beyond the expiration date.

### **37.2 GOVERNMENT REQUEST FOR PROPOSAL**

The parties agree that, should a Request for Proposal (RFP) issued by the Government for the follow-on contract to the present contract between the Company and the Government contain any requirements which are inconsistent with any provision of this Agreement, they will meet to discuss such requirements. The parties will earnestly seek solutions to any identified inconsistencies between the RFP and this Agreement.

**This agreement executed and effective the 5th day of May, 2008**

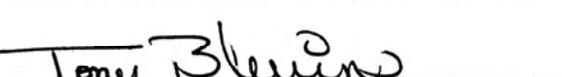
Army Fleet Support, LLC  
Fort Rucker, Alabama

International Association of Machinists  
and Aerospace Workers, AFL-CIO  
Local Lodge 2003

  
\_\_\_\_\_  
John Hamlin – General Manager

  
\_\_\_\_\_  
Frank Santos – IAM&AW Aerospace Coordinator

  
\_\_\_\_\_  
Ken Demarco – Sr. Director, Labor Relations  
L-3 Vertex Aerospace

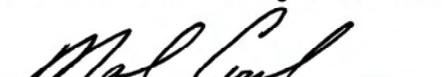
  
\_\_\_\_\_  
Tony Blevins – IAM&AW Business Representative

  
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Darlene Whelan – Director, Human Resources

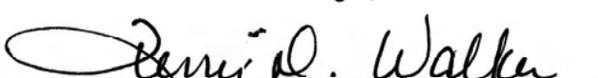
  
\_\_\_\_\_  
Gary Stump - Chairman - Maintenance Test Pilot Unit

  
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Jim Allred – Senior Manager, Labor Relations

  
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John Allen - Cairns Field

  
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Mark Couch – Manager, Labor Relations

  
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Steve Crumb - Air Force

  
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Terry Walker – Manager, Payroll

  
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Clementine Jenkins - Clerical Unit

  
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Penny Westrick – Benefits Coordinator

  
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Chris Kelley - Main Post

  
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Billy King - Knox Field

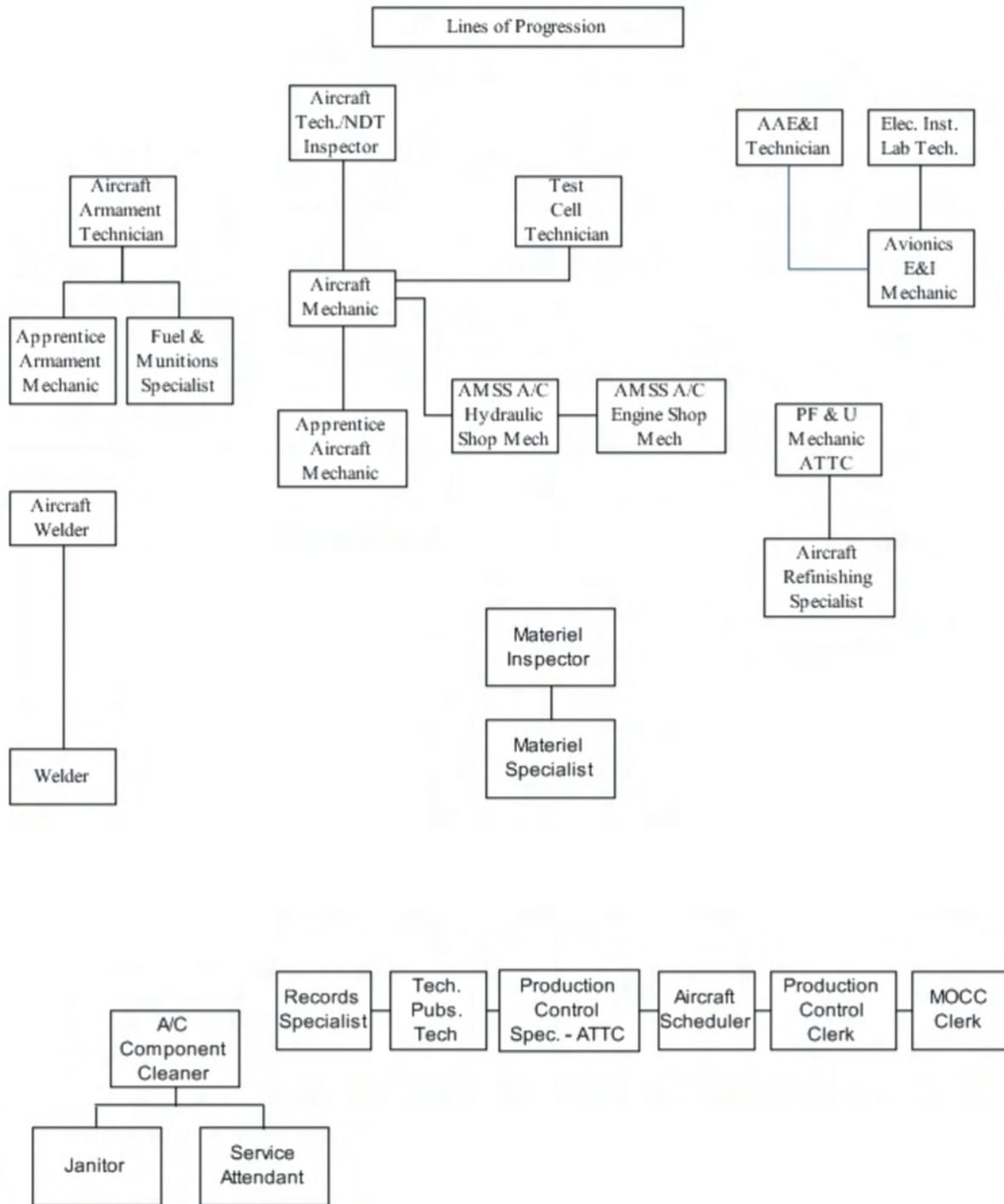
  
\_\_\_\_\_  
Ron Vais - Shell Field

  
\_\_\_\_\_  
Steve Wild - Lowe Field

  
\_\_\_\_\_  
Philip Williams - Hanchey Field

  
\_\_\_\_\_  
Marvin L. Wise – ATTC

APENDIX A



## APENDIX B

May 2, 2005

### MEMORANDUM OF UNDERSTANDING

Subject: Early Retirement Program

The Company and the Union agree that, operational requirements permitting, the opportunity for early retirement should be offered again. The following criteria would apply to future early retirement program offerings unless modified by mutual agreement of the parties:

The program will be available to employees on the active payroll who are less than age 65 on the requested date of retirement, and

1. are at the maximum pay rate of their rate range, and are accruing a minimum of five (5) weeks of vacation leave, or
2. have 30 or more years of service on the Aircraft Maintenance contract at Ft. Rucker.

Employees must complete the retirement application form available at work sites and return it to Personnel at least 30 days prior to the requested retirement date. Upon approval by the Company, this application for retirement will be a binding contract between the employee and the Company.

If an employee retiring under this program is insured under the Company's health insurance plan prior to retirement, the Company will pay the total cost of continuing such health insurance coverage for three (3) years or to age 65, whichever is earlier.

If the employee's spouse and/or eligible dependents are insured under the Company's health insurance plan prior to the employee's retirement, the Company will pay the total cost of continuing such health insurance coverage for three (3) years or until the employee reaches age 65, whichever is earlier, provided that such spouse and/or dependent coverage will be governed by the normal age restrictions for coverage specified in the health insurance plan.

Employee, spouse or dependent coverage terminated under the above provisions may be continued under the COBRA provisions of the plan, if appropriate.

If an employee retiring under this program is insured under the Company's health and life insurance plans prior to retirement, the employee can maintain basic life and optional life insurance by paying the full cost of the premium for three (3) years or to age 65, whichever is earlier.

If the employee's spouse and/or eligible dependents are insured under the

Company's health and life insurance plans prior to the employee's retirement, the spouse and/or dependent can continue the basic life insurance coverage by paying the full cost of the premiums for three (3) years or until the employee reached age 65, whichever is earlier, provided that such spouse and/or dependent continues to be covered under the Company's health insurance plan.

The memorandum of understanding shall remain in effect during the term of the current Collective Bargaining Agreement between the parties unless cancelled or modified by mutual agreement of the parties at an earlier date.

Agreed to this 2nd day of May, 2005.

For the Union:

S/ Tony Blevins  
Business Representative  
IAM Local Lodge 2003

For the Company:

S/ Darlene Whelan  
Director, Human Resources  
Army Fleet Support

**APENDIX C**

May 2, 2005

**LETTER OF UNDERSTANDING**

Subject: Machinists Custom Choice Worksite Benefits Program

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

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

The Company agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.

The parties agree that the provision 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.

Agreed to this 2nd day of May, 2005.

For the Union:

S/ Tony Blevins  
Business Representative  
IAM Local Lodge 2003

For the Company:

S/ Darlene Whelan  
Director, Human Resources  
Army Fleet Support









