

AGREEMENT BETWEEN

CAE USA INC.

**CAE**

AND

INTERNATIONAL ASSOCIATION  
OF  
MACHINISTS AND AEROSPACE WORKERS

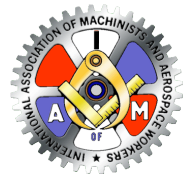
**AEROSPACE**



**Jobs • Security • Prosperity**

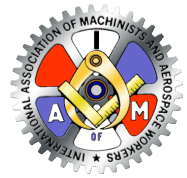
DISTRICT 171 LOCAL LODGE #463

Effective Date: January 1, 2025 – December 31, 2027

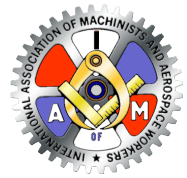


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## PREAMBLE

This Agreement is effective January 1, 2025 by and between CAE USA Inc., hereafter referred to as the "Company", District Lodge 171, and Local Lodge 463 (LL) of the International Association of Machinists and Aerospace Workers, hereafter referred to as the "Union". In making this Agreement the Company and the Union recognize their duty individually and collectively to comply and cooperate with the intent and purpose of this Agreement. This Agreement expresses the complete understanding of the parties on the subject of wages, benefits, hours of labor, and conditions of employment.

## ARTICLE 1: RECOGNITION

The Company recognizes the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Company within the bargaining unit as hereinafter defined, with respect to wages, hours, and all other terms or conditions of employment.

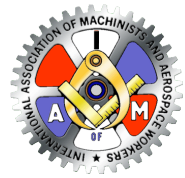
All full-time and part-time employees who have completed their probation period, Material Coordinators, Technical Writers, Simulator Technicians, TSSC Simulator Engineers, AMP Device Trainer/SME Technicians, Aircraft Equipment Operators, Aircraft/FUT Maintenance Technicians, Ground Controller/Load Team Members and other specialties that may be employed by the Company with regard to the C-130 ATS Training System (C130 ATS) program for the United States Air Force located at its Little Rock Air Force Base, (LRAFB) Arkansas facility as certified by the National Labor Relations Board in Case Number 26-RC-8022, but excluding all other employees, including office clerical employees, professional employees, and managers as defined in the Act are recognized as Collective Bargaining Unit (CBU) members.

## ARTICLE 2: NON-DISCRIMINATION

The Company and the Union separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity and nondiscrimination. The Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religion, sex, sexual orientation, gender identity, age, national origin, veteran or disability status. It is understood that wherever in this Agreement employees or jobs are referred to in the male or female gender; it shall be recognized as referring to all employees genders.

## ARTICLE 3: MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the management of the Company, and the direction of the work force, including but not limited to the service performed, the location of the work force, the schedules and fair standards of employee performance, the schedules and hours of shifts, the methods, processes, and means of providing services, materials to be purchased, the right to hire, promote, demote and transfer employees, the establishment of reasonable rules of conduct, the discharge or discipline of employees for just cause, and the maintenance of efficiency of employees, are the sole and exclusive rights and responsibilities of the Company.



## ARTICLE 4: SUBSTANCE ABUSE POLICY

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and to protect the reputation of the Company, Union and employees. Consistent with these goals; the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on the premises. A program of testing, if necessary to comply with Federal and State regulations, will be instituted upon mutual consent of the Company and the Union. Testing through urinalysis may be conducted immediately on any employee where there is reasonable suspicion of drug or alcohol use or abuse. Pre-employment drug testing is a condition of employment.

## ARTICLE 5: MEMBERSHIP IN UNION & DUES CHECKOFF

### Section 1: Agency Shop

The parties agree that if and when Little Rock AFB is legally determined to be a FEDERAL ENCLAVE, the parties will implement an agency shop upon receipt of a signed authorization form from the employee involved, the Company shall deduct from the employee's pay the dues payable by him to the Union during the period provided for in said authorization. The amount will be certified by the Financial Secretary of the Local Lodge and dues payable from the first pay of the employee after receipt of the authorization. Deductions will be made on the basis of the Company pay schedule.

### Section 2:

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

## ARTICLE 6: SHOP STEWARDS

The Company recognizes and will work with accredited Union Representatives to resolve differences that may occur from time to time with respect to the terms and conditions of this Agreement. The Union will provide the Company the names of up to two (2) designated Shop Stewards and one (1) additional alternate who may be designated and shall act only in the event a primary Shop Steward is unavailable. Shop Stewards shall be the last employees laid off from the CBU within their job classification. Stewards will be afforded reasonable on-duty time required in the performance of their Steward duties in the preparation, investigation and presentation of grievances.

## ARTICLE 7: NO STRIKE – NO LOCKOUT CLAUSE

The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement will collectively or individually engage in or participate in any strike, slowdown or stoppage of work, including but not limited to sympathy strikes or refusals to cross a picket line, at this Company site during the term of this Agreement and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

## ARTICLE 8: SECURITY

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

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

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

It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government.

The Company will reinstate the seniority of an employee who's denied security clearance is reinstated by the Federal Government. A non-probationary employee who loses his security clearance or site access for any reason will not lose his seniority until final adjudication of his appeal. Any employee whose seniority is reinstated within twelve (12) months under this provision will be reinstated in his previously held occupational title.

## ARTICLE 9: ENTIRE AGREEMENT

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

Due to the critical nature of the C-130 ATS Program mission it is understood and agreed that U.S. Air Force personnel and Company engineering and supervisory personnel will be required to provide operational support in wage rate classification listed in Article 26 "Wage Rate Schedule", as deemed necessary by the Company, in support of the C-130 ATS Program national defense mission. The Company recognizes its obligation not to abuse the normal assignment of regularly scheduled work to the appropriate classifications.

The Union acknowledges the responsibilities of the Company's operation as they are related to the support of the United States Air Force objectives. The parties realize the United States Air Force may, from time to time, make unusual and immediate demands in conjunction with support requirements. Consequently, all personnel may be called upon to perform whatever duties are required for adequate performance of support requirements for the mission and operational capabilities for the C-130 ATS Program.

## ARTICLE 10: MISCELLANEOUS PROVISIONS

### SECTION 10.1: SAFETY

The Company and the Union shall use every effort to assure compliance with established State and Federal safety and health rules. The Union will designate a bargaining unit employee as safety representative. Employees will be required to comply with all safety rules.

### SECTION 10.2: CHANGE OF ADDRESS

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

### SECTION 10.3: AVAILABILITY

The union recognizes that due to the vital National Defense mission of C-130 ATS Program it is essential that all available personnel report in emergency situations.

### SECTION 10.4: RESIGNATION

Employees are requested to give at least fifteen (15) days' notice of intent to resign.

### SECTION 10.5: PART-TIME EMPLOYEES

A part-time employee is defined as an employee who averages less than thirty (30) hour per workweek. Part-time employees may be utilized at the discretion of the Company. Part-time employees will not be used to displace full-time employees or fill full-time vacancies except by mutual agreement.

Part-time employees will accrue 1 hour of sick time for every 30 hours worked. Employees may only use sick leave if the day of absence is on their regularly scheduled work day. At the end of the calendar year, employees will be allowed to carry over a maximum of 56 hours. In total, sick time banks may not exceed 112 hours between current year and carry over bank. Sick time is not eligible for compensation upon termination of an employee for any reason. In the event the employee is rehired within 12 months of termination, the employee's sick time bank will be reinstated.

### SECTION 10.6: BULLETIN BOARDS

The Company will provide two (2) secure bulletin boards for the posting of Union notices. One to be located in Bldg. 253 (FUT Building) and the other one to be located in Bldg. 1230B Maintenance area. Only notices pertinent to the Union at the C-130 ATS Program facilities (notices concerning Union meetings, Union elections, results of Union elections, etc.), which have been authorized by the President or Secretary of the Union, will be posted. Notices must be given to and approved by the Company's Program Director or his designee prior to posting. Union notices will not be unreasonably denied.

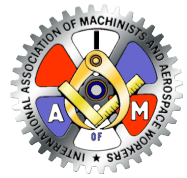
### SECTION 10.7: EMPLOYEE ASSISTANCE PLAN (EAP)

The Company will continue to provide an Employee Assistance Plan.

### SECTION 10.8: PERFORMANCE OF WORK

Supervisors and other non-bargaining unit employees will not normally perform the duties of employees in the bargaining unit, except in emergency situations, for familiarization, or for the purpose of





instructing employees. Supervisors or other non-represented employees are not to perform any bargaining unit work solely to prevent a bargaining unit employee from earning overtime.

#### SECTION 10.9: DRESS CODE

Employees are expected to present a neat and professional appearance at all times. Presentable attire does not include dungarees, overalls, T-shirts, halter tops, short shorts, or other extreme outfits. Old clothes are permissible when assignment dictates their use (e.g. painting, moving, etc.). Mustaches or beards are permitted as long as they are neatly trimmed and well groomed.

#### SECTION 10.10: PERSONAL PROTECTIVE EQUIPMENT

The Company will provide, to bargaining unit employees, such non-prescription personal protection equipment that the Company requires to be worn.

#### SECTION 10.11: SAFETY SHOE ALLOWANCE

The Company will also reimburse employees who need to wear safety shoes for their positions up to one hundred fifty dollars (\$150.00) for Steel-toed footwear (receipts required), per year for work that under OSHA classification may result in "foot-crushing." Employees must wear approved Steel-Toed footwear at all times when performing work under these conditions.

#### SECTION 10.12: EMERGENCY LEAVE

Personnel will be afforded up to three (3) days (24 hours) of emergency leave to manage any family emergency without pay.

#### SECTION 10.13: WEATHER/GOVERNMENT RELATED SHUTDOWNS

The Company will compensate full-time employees, who are sent home, as directed by the Company and with approval by the Contracting Officer, for those periods of time when safety stand-downs, government/customer shutdowns, government mandated holidays, periods of national mourning, inoperable training devices, or Acts of God that necessitate a partial workday(s) or temporary closing of facilities up to eight (8) hours a day. Part-time employees will be compensated for time and days when they were scheduled previously to work.

#### SECTION 10.14: FACILITY MANAGER SUPPORT

The Company may assign Facility Manager Support personnel. Employees assigned as Facility Manager Support will be paid an additional one dollar and fifty cents (\$1.50) an hour while assigned as Facility Manager Support, in addition to any other shift/differential pay. The Facility Manager Support will be required to ensure all facility tasking is complete. This amount is paid for all hours worked.

### ARTICLE 11: NEW JOBS

When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union, in writing, of the requirements and will endeavor to discuss with the Union the rate of pay prior to the Company establishing the new classification and rate of pay. The Union shall have thirty (30) days from the date of notification in which to challenge the rate of pay. If necessary, this matter is subject to the grievance procedure up to and including arbitration.

The Company has the right to determine the job qualifications. Copies of job descriptions and required qualifications shall be retained in the Program Manager's Office and shall be made available to



employees upon request. The Union shall be advised, in writing, of any revisions or modifications of job descriptions or qualifications.

## ARTICLE 12: TECHNOLOGICAL CHANGE

The Union will be given advance notice of any intended technological changes affecting the work of the bargaining unit. An opportunity will be given to the Union to discuss the impact of such changes with the Company prior to their implementation.

## ARTICLE 13: PROMOTIONS

The Company will endeavor to transfer employees to higher paid positions from within the bargaining unit, if available employees have the skill and ability necessary to do the work. If two (2) or more employees are qualified and express an interest, selection will be made on the basis of seniority. The Company will notify the Union in writing of any openings to be filled within the Bargaining Unit prior to filling the position and will post said announcement on the Company electronic job requisition website or successor platform for five (5) workdays and electronically send to each employee.

Upgraded or transferred employees will be considered on probation in the new position for one hundred twenty (120) days after upgrading. During this period, the Company may, at its discretion, reclassify the employees to their former occupations if it is determined by the Program Manager or designee that the employee is not meeting the qualifications for that job classification. Likewise, within one hundred twenty (120) days of being assigned to the new job classification, an employee may choose to return to his former job classification.

The Company may temporarily upgrade an employee to perform in a higher paid classification. The employee shall receive the rate of the higher occupation if he works for a minimum of four (4) hours per day in that classification. Employees selected for temporary upgrading will be selected on the basis of qualifications as determined by the Company.

## ARTICLE 14: DISCHARGE AND DISCIPLINARY ACTION

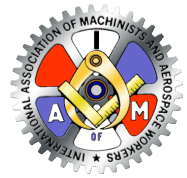
The Company shall have the right to discipline employees for just and proper cause by reprimand, suspension without pay or discharge for violation or infraction of the Company rules. The Company agrees to notify the Union of any action taken under this section. The disciplined employee is entitled to Union representation and will be notified of this right prior to discipline, if possible.

## ARTICLE 15: SENIORITY

### SECTION 15.1: PROBATIONARY PERIOD

Any employee who has been in the employment of the Company for one hundred and eighty (180) consecutive calendar days shall be considered a Seniority Employee of the Company. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.

Definitions:



- a) Seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of similar work at the same Federal facility.
- b) Seniority will not be broken for: (1) periods of approved absence with leave, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (2) and (3) shall be determined by the employee's length of employment from the employee's last hire date to not exceed twenty four (24) months. In the case of occupational injuries, continuous employment will be for the length of the disability.
- c) Part time employees are not eligible for any contractual seniority rights as specified.
- d) The last four (4) digits of employees Social Security Number (SSN) will be used to break ties when seniority dates are the same. The largest SSN is the most senior on the list.
- e) New positions will be offered first to qualified full time employees based on the principle of most senior.

## SECTION 15.2: LOSS OF SENIORITY

All seniority of any employee shall terminate if the employee:

- a) Resigns.
- b) Is discharged for violation of Company Rules.
- c) Is on layoff status in excess of the employee's length of employment from the employee's last hire date not to exceed twenty-four (24) months.
- d) Is barred by the customer's written order or whose security clearance has been revoked and is not legally reinstated. This paragraph is subject to the conditions noted in the "Security" Article.
- e) Refuses recall to his/her previous held full time classification at the time of layoff notification.
- f) Absent from work for three (3) consecutive days without notifying the Employer or without adequate reason if the employee does notify the Employer

## SECTION 15.3: SENIORITY LIST

A seniority list will be maintained by the Union and will be made available to the Company upon request. The Company will furnish a list to the Union reflecting new hires or rehires, their classification, their date of hire, and termination or layoff dates, upon change.

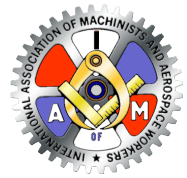
## ARTICLE 16: EMPLOYEES TRANSFERRED OUT OF BARGAINING UNIT

An employee who has established seniority rights within the bargaining unit and who is transferred to a position on the C-130 ATS Program not covered by this Agreement shall retain seniority rights for a period of one hundred twenty (120) days. Periods of temporary assignments to any position within or outside the C-130 ATS Program shall have no effect on seniority position.

An employee who is permanently transferred to a Company facility other than the C-130 ATS site, will lose bargaining unit seniority rights.

## ARTICLE 17: LAYOFFS AND RECALL

When it becomes necessary to reduce the number of employees in a classification and job specialty, the employees in a job specialty shall be laid off in accordance with their seniority. Senior employees will be



provided bump rights to equal or lower classifications within the same job family, if they can demonstrate the ability to perform at the lower classification if they provide written notification within seventy-two (72) hours of notification of layoff. If an employee has previously accepted a promotion in accordance with Article 13, Promotions, to a job classification outside his original job family, that employee will retain seniority bump rights to his original job family or classification in the event of a layoff from his current position. All probationary and part-time employees will be laid off prior to any full time employee layoff with seniority rights.

## SECTION 17.1: LAYOFF NOTICE

The Company agrees to give four (4) weeks' notice, when possible, to the employees affected. The Union will be notified of a layoff in advance of the layoff.

## SECTION 17.2: RECALL

Employees laid off will be recalled as follows:

- a) Laid off employees will be recalled, by job classification, in the inverse order of their layoff.
- b) The Company will send recall notices, by certified mail, to employee's last official address. The employee has five (5) working days after receipt by the employee of the notice to accept re-employment.
- c) If no laid off employees in a job classification, who are recalled, accept re-employment, then laid off employees outside the job classification, who are qualified in the classification, will be recalled as in (a) above.
- d) New employees will be hired if no laid off employees, who qualify for the job classification, accept re-employment as outlined in this section.
- e) Refusal to be recalled to a part-time position will not forfeit an employee's recall rights as established.

## ARTICLE 18: ADJUSTMENT OF GRIEVANCES

### SECTION 18.1: DEFINITION

For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions thereof as to events or incidents affecting the Bargaining Unit. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below. Both parties agree to use their best efforts, including informal meetings involving Management, Supervision, Shop Steward, and Grievant, to resolve matters without resorting to the grievance procedure. For purposes of computing time under any of the provisions of this Article, "days" shall mean working days, excluding weekend days and holidays.

A grievance may be filed by an employee, the Union, and or the Company. If the Union files the grievance, the adversely affected employee(s) shall be identified.

Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative.

## SECTION 18.2: PROCEDURAL STEPS

A grievance as defined in [Section 18.1: Definition](#), shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step One of this Grievance Procedure within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the employee or the Company first became aware, or should have become aware, of the circumstances giving rise to the grievance:

**Step One:** Any employee covered by this Agreement, and the appropriate Union Steward shall present his or her grievance to the Site Manager. To be timely and properly filed, a grievance must be presented in writing within ten (10) days after the occurrence of the facts or circumstances constituting the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement that were allegedly violated, date of alleged issue, nature of the grievance, date filed, and requested remedy. The Site Manager will hold a meeting within ten (10) days after receiving the grievance consisting of the shop steward and/or the affected employee. The Site Manager shall give a written response to the Steward within ten (10) days after the meeting was held. If the grievance is not resolved at Step One, the Steward shall forward the grievance to the Union Business Representative.

**Step Two:** If the grievance is not resolved at Step One, the grievance shall be presented by the Business Representative to the Program Manager within ten (10) days after the Company's Step One representative has responded to the grievance or the date on which the response is due. Within ten (10) days of the filing of the grievance with the Program Manager, the Program Manager may conduct a meeting, which may be attended by the Business Representative, the Steward and the affected employee. Within ten (10) days after the meeting is held or after the grievance was received if no meeting is held, the Company shall notify the Business Representative of its decision in writing.

**Step Three:** If agreement is not reached at Step Two with the Program Manager, the Corporate Advisor to Human Resources shall consider the grievance on presentation by the employee-grievant and the Union representative or the Union representative in the manner set forth in Step Two.

**Step Four:** If agreement is not reached at the Corporate Human Resources level, the Union or the Company wishing to take the grievance to arbitration shall request mediation in writing from the office of the Federal Mediation and Conciliation Service within ten (10) days of the corporate representative or designee's decision. Mediation under this section is required before arbitration. The request for mediation must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service and the other party within this time period as a condition for processing the grievance up to and including arbitration. The mediation must be scheduled at a time and location mutually agreeable to the parties. The grievant will be compensated for any lost work time by the Company for any mediation, which

occurs during the grievant's scheduled working hours. Grievants working the second and third shifts will be similarly compensated by reduced or eliminated shifts, with pay. If the Shop Steward's presence is requested by the Union, such request for time off without pay to attend the mediation will not be unreasonably denied.

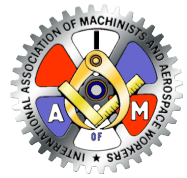
**Step Five:** If settlement is not reached at mediation, the Union or the Company shall, if at all, within ten (10) days after mediation, forward the grievance for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service ("FMCS") with a copy of such demand to the other party. The jurisdiction of the arbitrator shall not exceed those subjects and remedies identified herein at Article 18 in the Step One grievance document.

### SECTION 18.3: ARBITRATION

If the Company raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing two hearing dates will be scheduled unless otherwise mutually agreed in writing by the parties. The hearing on arbitrability shall be conducted according to the FMCS' rules on expedited arbitration. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a hearing shall be held for the Arbitrator to consider the merits of the grievance. If the Company or Union raises an issue of substantive arbitrability, processing of the grievance shall be stayed unless and until a court determines that the grievance is arbitrable.

- a) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step Two grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration. The Arbitrator may not issue any award, which provides any monetary remedy which includes any time before ten (10) days before the grievance was filed.
- b) Should the Union want employees to be a witness at any arbitration hearing, the Union will be responsible for any lost pay incurred by the employee. The Company may stagger the release of employees so as to not interfere with operations.
- c) No steward or grievant will be paid for time spent preparing for or attending any arbitration hearing. The Steward and employee will be granted reasonable time off without pay to attend such a hearing with as much advance notice of the meeting or hearing as is reasonably possible.
- d) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.
- e) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing and post-hearing briefs.
- f) The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be borne equally between the Company and the Union. No party shall pay any fees owed to the other party's own representatives and/or wages to the other party's witnesses for time lost.





- g) Grievances of the same nature involving multiple employees will be consolidated and considered as one grievance except for termination of employment. Conversely, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance.
- h) It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the Parties agree otherwise in writing.

#### SECTION 18.4: DEADLINES, TERMINATED EMPLOYEES, ETC.

Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties. Failure of the Company to meet any deadline at any step of this grievance procedure shall automatically move the grievance to the next step.

Terminated employees disputing the grounds of their termination will be required to file their grievances in the initial instance at Step Two.

A grievance initiated by the Company shall be discussed with the designated Business Representative and may thereafter be submitted to mediation by the Company within ten (10) days. The demand for arbitration shall be in writing and a copy sent to the Union Business Representative.

A waiver of the time limitations by either the Company or the Union in one or more instances shall not be considered by an arbitrator in determining arbitrability when raised by the Company.

For purposes of computing time under any of the provisions of this Article, “days” shall mean working days, excluding weekend days and holidays.

#### ARTICLE 19: HOURS OF WORK

The normal workweek will begin at 12:00:01 a.m., Monday and end at 12:00 Midnight the following Sunday. The normal workweek for each employee shall consist of five (5) consecutive days per week. The company reserves the right to adjust the normal workweek based on student throughput and contractual commitments. However, qualifications and skills to perform the work will override seniority.

#### SECTION 19.1: SCHEDULE

An employee schedule will be one in which the employee normally works a forty (40) hour, five (5) days per week. A minimum of twelve (12) hours off time will be scheduled between shifts. Three (3) calendar days' notice will normally be given for schedule posting and changes except on occasions when immediate support is necessary to meet contractual requirements. In the circumstances where a three (3) day notice is not given the work schedule will not be altered solely to avoid paying overtime. Work schedules other than those as outlined above may be arranged by mutual agreement by the Company, the Union, and the employees. With the concurrence of the employee's manager (or his designee), employees on a regular schedule may alter their daily work schedule to complete forty (40) hours in less than five (5) days. A daily work schedule may begin on one calendar day and end on another.



Work schedules shall consist of eight and one-half (8 ½) hours with (2) paid fifteen (15) minute break periods and one (1) unpaid thirty (30) minute meal period to be scheduled between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour.

The normal pay week will begin at 12:00:01 a.m., Saturday and end at 12:00 Midnight the following Friday.

## SECTION 19.2: EMERGENCIES

Employees may be required to respond to emergencies that occur during breaks or meal periods. When required to work during breaks or meal periods, they will be paid.

## SECTION 19.3: FLEXTIME

Employees will be permitted, with manager's permission, to flex their normal scheduled hours. Flexing can begin early or continue after normal hours. Employee may not schedule flextime to receive shift differential or overtime pay without manager's approval.

## SECTION 19.4: SHIFT PREMIUM/DIFFERENTIAL

All employees who are assigned to work the second or third shift will be paid an additional five dollars (\$5.00) per hour in addition to their base rate for hours paid during the assigned shift. The Company has the right to require at least one bargaining unit employee to be responsible for each shift and that employee will receive lead pay. Management will determine shift assignments.

## SECTION 19.5: OWW SHIFT PREMIUM/DIFFERENTIAL

Any employees assigned work week which includes a Saturday or Sunday will be paid an additional one dollar (\$1.00) per hour paid while assigned to the shift in addition to any other shift/differential pay. Management will determine shift assignments.

## ARTICLE 20: OVERTIME

### SECTION 20.1:

Overtime, at one and one-half (1½) times the regular straight time rate, will be paid:

- For time in excess of forty (40) paid hours in a workweek.
- For time in excess of eight (8) paid hours in a workday (5x8 schedule).
- For time in excess of ten (10) paid hours in a workday (4x10 schedule)

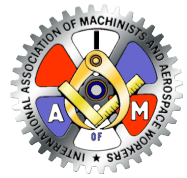
With the approval of the supervisor (or his designee), employees on a regular schedule may alter their daily work schedule to complete forty (40) hours in less than five (5) days (example: 4/10 hour days).

### SECTION 20.2:

An employee who is called back by the company to perform work after the end of his shift shall be paid at the overtime rate for the hours actually worked, or shall be paid a minimum of four (4) hours straight time pay, whichever is greater.

An employee who is scheduled and reports to work at the scheduled time without having been notified not to so report, shall be given 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 the applicable rate.





When an employee is not scheduled, and is called and reports for work, outside their scheduled work week, they shall receive a minimum of four (4) hours pay at the applicable rate.

**SECTION 20.3:**

Double-time shall be paid for all work performed on the 7<sup>th</sup> consecutive day of work.

**SECTION 20.4:**

There shall be no duplication or pyramiding of overtime payments.

**SECTION 20.5:**

Site Management must approve all overtime.

**ARTICLE 21: EXCUSED ABSENCE**

**SECTION 21.1: LEAVE WITHOUT PAY:**

Employees may with Company approval, be granted excused absence without pay for up to 90 days for a good cause stated in a written request submitted at least one (1) week in advance of said absence except in emergency situations. The ninety (90) day limit may be extended by agreement of the Company at its sole discretion. Continuous service credit and seniority shall accumulate during all leaves of absence described in this section unless otherwise noted.

**SECTION 21.2: MILITARY SERVICE DUTY AND PAYMENT:**

The employee should refer to the Military Leave Procedure for additional information regarding health and welfare benefits, return from military leave and reemployment opportunities. The Company will notify the Union of any changes related to this Procedure.

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

**SECTION 21.3: TEMPORARY ABSENCE AND PAYMENT FOR JURY DUTY:**

Full-time seniority employees who are required by proper court order or summoned to be absent from work in connection with jury duty will be paid the difference between the gross fee he received from the court and the earnings he would have received for a regular scheduled eight (8) hour shift, had the employee not been required to be absent from work. Employees called for jury duty and released by the court with less than four (4) hours service will be expected to return to work. Payment will be made at the employee's regular straight time wage rate. Jury pay differential will not exceed eighty (80) hours per calendar year.

**SECTION 21.4: TEMPORARY ABSENCE FOR DISABLING ILLNESS, INJURY:**

Full-time seniority employees having ninety (90) days or more of continuous service credit and who are found and certified by a physician to be unable to perform their regular assigned duties with the Company because of disabling illness or injury, shall receive a leave of absence without pay, but with service credit and seniority accumulating while such condition continues. If the disability continues beyond twelve (12) months and the employee has not returned to work, the employee's service credit



and seniority will be computed in accordance the Company Policy. The Company will notify the Union of changes related to this procedure.

## SECTION 21.5: ABSENCE FOR UNION BUSINESS:

Employees accepting full time positions as union representatives shall be given an automatic leave of absence without pay for the term of their office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. Likewise, employees shall be granted short term leaves absence without pay for the purpose of attending Union conventions, meetings, etc., schedule permitting.

## ARTICLE 22: HOLIDAYS

The following eleven (11) holidays will be provided:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

For employees in the Bargaining Unit, the recognized holiday will be the day the holiday is observed.

In addition to the holidays listed above, the Company will observe any holidays declared as a holiday by the cognizant government authority for this contract (Procurement Contracting Officer – PCO).

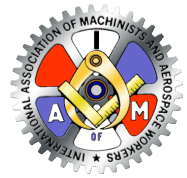
When schedule dictates and with supervisory authorization, employees will be allowed to float a holiday to another day in the same calendar year.

Any employee required to work on a holiday will be paid one and one half (1½) times their base rate plus holiday pay.

## ARTICLE 23: VACATION

Following completion of each year of continuous service, full time employees covered by this agreement will be eligible for vacation with pay based on the following schedule.

<b>YEARS OF SERVICE</b>	<b>AMOUNT OF VACATION</b>
One year but less than five years (12-59 months)	80 hours
Five years but less than ten (60 – 119 months)	120 hours
Ten years but less than fifteen (120 – 179 months)	160 hours
Fifteen years or more (180+)	200 Hours



Newly hired employees may use up to forty (40) hours of vacation in their first year of employment after completion of probationary period. Employees will be eligible to take forty (40) hours in advance each year with the approval of their supervisor. Vacation pay will be paid at the employee's regular straight time rate of pay in effect at the time the vacation is used. Employees will be allowed to carry over one (1) year's worth of vacation accrual to the next benefit anniversary year. For example, if you earn one hundred twenty (120) hours of vacation, you may carry over no more than one hundred twenty (120) hours of vacation to the next benefit anniversary year. There will be no pay in lieu of time off. In the event of death, any unused vacation will be paid to the employee's estate.

In the event a seniority employee is indefinitely laid off or terminated for any reason, he will receive his total earned and unused accumulated vacation leave earned as of the date of termination. In addition, as employees receive vacation in arrears, terminating employees will receive a pro-rated amount of their earned and unused vacation through their termination date for completing a portion of the benefit anniversary year. Any vacation hours taken above the pro-rated amount will be owed back to the Company.

Vacation hours that are paid out in a lump sum at the end of employment with the Company will not be eligible for CIL payment.

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, he shall receive an exception to the carry over limit and will not be held to the limit until the next benefit anniversary year.

In order to provide for scheduling of vacations, vacation requests must be submitted to the manager. The manager is the approving authority for all vacation requests. In the event of a conflict, vacation priority will be:

1. Time of first request.
2. Seniority.
3. Every effort will be made by the employee's supervisor to develop a fair and equitable vacation schedule. However in all cases, job requirements will take precedence.

## ARTICLE 24: BEREAVEMENT

In the event of death in an employee's immediate family, the employee may be granted up to five (5) days bereavement leave with pay.

Immediate family shall be considered as follows:

Spouse, domestic partner, parent, parent of spouse, legal guardian, child, brother, sister, stepparent, stepparent of spouse, aunt, uncle, aunt of spouse, uncle of spouse, stepchild, step grandchild, stepbrother, stepsister, brother or sister of spouse, grandchild, grandparent, grandparent of spouse, half-sister, half-brother, son-in-law, daughter-in-law, and legal dependent. "Child" includes a foster child placed in the employee's home by a state agency.

**ARTICLE 25: WAGE RATE SCHEDULE**

The following wage rates are effective on the dates as shown below:

Classification	Current	1/1/2025	1/1/2026	1/1/2027
	12/31/2024	6.00%	3.50%	3.50%
Material Coordinator	\$36.30	\$38.48	\$39.82	\$41.22
Technical Writer	\$43.68	\$46.30	\$47.92	\$49.60
Simulator Technician I*	\$40.61	\$43.05	\$44.55	\$46.11
Simulator Technician II	\$47.48	\$50.33	\$52.09	\$53.91
Simulator Technician III	\$53.79	\$57.02	\$59.01	\$61.08
TSSC ATS Simulator Engineer	\$60.52	\$64.15	\$66.40	\$68.72
Aircraft Equipment Operator	\$29.13	\$30.88	\$31.96	\$33.08
Aircraft/FUT Maintenance Technician II	\$47.80	\$50.67	\$52.44	\$54.28
Aircraft/FUT Maintenance Technician III	\$54.11	\$57.36	\$59.36	\$61.44
Ground Controller/Load Team Member	\$37.59	\$39.85	\$41.24	\$42.68

\* Denotes – Maximum one year as Simulator Technician I

**ARTICLE 26: LEAD DIFFERENTIAL**

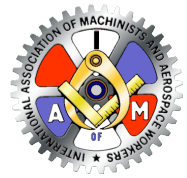
Employees designated as “Shift Lead” and/or Simulator Technician III (SME) will receive a premium pay of five dollars (\$5.00) per hour paid in addition to the employee’s base hourly rate. A lead is defined as an employee who is required to assist the Maintenance Manager in scheduling work, record keeping and maintaining a smooth flow of work. The Lead Technicians may be required to perform technical evaluations and reports to the Maintenance Manager the reason for failure to maintain the flow of work. The Lead Technicians may be called on to replace the Maintenance Manager temporarily in case of absence. The Company will assign the lead employees. The Company will assign one employee per shift on the C-130 ATS Program.

**ARTICLE 27: DEPOT LEVEL REPAIR TECHNICIAN**

Employees designated “DEPOT LEVEL REPAIR TECHNICIAN” when appointed by the Maintenance Manager, will receive a premium pay of five dollars (\$5.00) per hour in addition to the employee’s base hourly rate. A Depot Level Repair Technician is defined as an employee, serves as the Back Shop Depot Level Repair Technician in addition to their normal duties.

**ARTICLE 28: INSURANCE PLANS**

The Company will provide the following “Cash in Lieu” per hour for all hours paid, not to exceed 40 hours per week or eighty (80) hours per pay period, to be used by the employee to purchase health and welfare benefits. Any unused monies will remain with the employee, unless otherwise required by law:



Cash in Lieu	Current	Effective 01/01/25	Effective 01/01/26	Effective 01/01/27
Hours Paid	\$8.50	\$11.25	\$12.25	\$12.50

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

## ARTICLE 29: SICK/PERSONAL LEAVE

Employees will be entitled to ten (10) days (80 hours) of sick/personal days/hours per year. Employees will receive an annual lump sum of sick/personal time on October 1<sup>st</sup> of each calendar year. New hires will receive a pro-rated amount based on their hire date. Personnel will not be permitted to carry over sick/personal time.

## ARTICLE 30: TUITION REIMBURSEMENT PLAN

The Company will provide a tuition assistance program that grants educational assistance to employees that enroll in and successfully complete accredited courses with a satisfactory grade according to current company policy.

## ARTICLE 31: SAVINGS PLAN

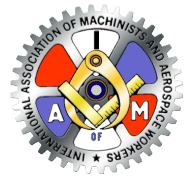
The Company will provide a 401(k) Plan for bargaining unit employees, to which plan eligible employees may defer compensation within limitations provided by the plan document and the Company will provide a four percent (4%) contribution on behalf of all employees. All conditions of participation, eligibility, vesting, and distribution of benefits will be governed by the plan document. In no event will the Company contributions exceed the maximum contribution permitted by the language of the 401(k) plan.

## ARTICLE 32: SEVERANCE PLAN

Any employee laid off after the effective date of this contract, will be eligible for severance pay in accordance with the following schedule:

<u>Service Time</u>	<u>Severance amount</u>
Up to 5 years	2 weeks pay
5 years, but less than 10 years	3 weeks pay
10 years & beyond	4 weeks pay

Severance Pay does not apply if the Company loses the contract for any reason. When the company is notified of loss of contract, a WARN notice will be given to the employees.



## ARTICLE 33: TRAVEL

### SECTION 33.1:

Employees will be paid in accordance with a) and b) below when they are required to travel more than 25 miles from the normal work place to perform duties for the Company.

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

### SECTION 33.2:

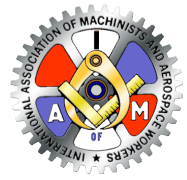
The Company will provide payment for travel as specified in the Company's Travel Policy

## ARTICLE 34: EFFECT OF LAW

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

## ARTICLE 35: SUCCESSORS AND ASSIGNS

The Agreement shall be binding upon the successors and assigns of the parties hereto until expiration, or until it is changed by mutual agreement of the parties.



**ARTICLE 36: TERM AND NOTICE OF CHANGE OR TERMINATION**

This Agreement shall be effective and shall continue in full force and effect through midnight, 31 December 2027 and therefore be automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the agreement.

In witness whereof, the parties have caused this agreement to be executed by their authorized representative on the 22nd day of October 2024.

**For the Company**

**For the Union**

\_\_\_\_\_  
Chris Sens, HRBP & Labor Relations Specialist

\_\_\_\_\_  
Melone Wey, IAMAW 171 BR

\_\_\_\_\_  
Kim Muldrow, Program Manager

\_\_\_\_\_  
Mark Oliver, Chief Steward

\_\_\_\_\_  
Skip Deacon, Program Manager

\_\_\_\_\_  
Michael Wines, Committee Member

\_\_\_\_\_  
Sharon Smith, LL463 Recording Secretary