

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**FLIGHTSAFETY DEFENSE CORPORATION**

**AND**

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS,  
AFL-CIO**

**McCONNELL AIR FORCE BASE, KANSAS  
DISTRICT LODGE 70, LOCAL LODGE 774**

**29 October 2022 through 31 August 2024**

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**THIS AGREEMENT**, effective as of **29 October 2022**, by and between FlightSafety Defense Corporation (hereinafter referred to as the Employer) and The International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 70, Local Lodge **774** (hereinafter referred to as the Union).

**WHEREAS**, the Union is the exclusive bargaining agent of certain employees of the Employer, and

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

**WHEREAS**, the parties desire to reduce their Agreement to writing,

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

## **ARTICLE 1 RECOGNITION**

1.1 The Employer recognizes The International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 70, Local Lodge **774** as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all employees covered by this Agreement.

1.2 Bargaining Unit: The Employer and the Union agree to cooperate with one another in an effort to serve the needs of the Air Force, to assure efficient operations, and to meet the highest standards possible in the service provided.

### INCLUDED:

Unit Description: All full-time and regular part-time hourly employees including pilot instructors, boom operator instructors, simulator techs, aerial port, and material handling employees employed by the Employer working at McConnell Air Force Base, Kansas. This relates to the unit described in NLRB Certification Notice dated April 9, 2018, Case Number 14- RC-216612, Prime Contract No. FA8621-13-C-6247, **IMS Contract No. FA300220D0005**:

- (a) The parties agree to the following added classifications which were established after the NLRB certification: Aerial Port Team Chief (APTC), Aerial Port Team Member (APTM), **Network/TMS Administrator**.

### EXCLUDED:

NLRB Certification Notice dated April 9, 2018, Case Number 14-RC-216612: Excluding office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act, and all other employees.

## **ARTICLE 2 RIGHTS OF MANAGEMENT**

2.1 The management and the direction of the work force is vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. The Employer has the right to subcontract work, provided however, that no bargaining unit employees will be laid off as a direct result of subcontracting bargaining unit work. The foregoing management rights are expressly reserved to be decided by the Employer and shall not be subject to any grievance and arbitration except to the extent that any such decision violates and express written provision of this Agreement.

2.2 The Employer shall not be deemed to have agreed to any term or condition of employment or past practice not specifically set forth in this Agreement.

2.3 In the administration of all matters covered by this Agreement, the Employer and the employees are governed by existing and future law; government-wide rules and regulations prescribed on or before the effective date of this Agreement; orders, directives, and similar communications issued by the Contracting Officer, Base Commander, or other Government official with appropriate authority; and any other future government regulation to the extent required by law.

2.4 It is the intent of the parties that there is no conflict between the terms of this Agreement and any state or federal government regulation or law affecting conditions of employment. If such conflict is found to exist, this Agreement shall take precedence, to the extent permitted by law.

## **ARTICLE 3 UNION AND EMPLOYER RELATIONS**

3.1 **Union Activity During Working Time:** Solicitation of Union membership, collection or checking of dues, will not be permitted during working hours. The Employer agrees not to discriminate in any way against any employee for the filing of complaints or grievances or for Union activity. Any employee engaged in unsanctioned Union activity during working time, except as specifically allowed by the provisions of this Agreement, or by other agreement between the Employer and the Union, is subject to disciplinary action.

3.2 **Business Representatives - Access to Site:** Representatives of the Union may only enter the Employer's premises as follows:

- (a) Authorized Union representatives may enter the Employer's premises for the purpose of attending scheduled meetings, including attending grievance hearings and investigations, safety briefings, safety concerns, with members of management.
- (b) The Union representatives shall give advance notice the previous business day to the Site Manager to enter the premises. Entry to work areas is not permitted without advance approval by the Site Manager. The right of entry shall at all times be subject to the

Employer's rules applicable to non-employees. The Union representative shall not interfere with Employer operations.

3.3 Shop Stewards: The Union will notify the Employer in writing of the shop stewards duly elected or appointed by the assigned Business Representative. The Union may designate one additional steward to act as Chief Steward. Shop Stewards shall have super seniority for the purpose of layoff and recall.

3.4 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance: Each steward shall notify and obtain permission from their Site Manager or designee (such as a lead) before leaving their work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the Business Representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to safety conditions or operational needs. The Site Manager or designee (such as a lead) shall authorize a steward to participate in a private discussion with an employee, Business Representative, or their designee, relating to a complaint or grievance. Discussions of the type described in this section shall be conducted without requiring the employee or steward to be on unpaid time provided the discussion does not extend beyond the time that the Site Manager or designee (such as a lead) considers reasonable under the circumstances.

3.5 Bulletin Boards: The Employer will provide (one per building) bulletin boards for the use of the Union at locations mutually agreed to. The bulletin boards shall remain the property of the Employer. Their use will be restricted to the following:

- (a) Notices of Union meetings.
- (b) Notices of Union elections and results thereof.
- (c) Notices of Union recreational and social affairs.
- (d) Only notices approved by the Business Representatives, or their designee, or authorized in writing by the Union may be placed on the bulletin boards.

The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or in any way derogatory to the Employer, its board, administration, or any of its supervisors, managers, employees, or any FlightSafety Defense Corporation parent, affiliate, subsidiary, or any other related entity, or which casts any of the foregoing in a negative light. The Site Manager or any other manager, supervisor or non-bargaining unit designee thereof will monitor the bulletin boards for compliance with this Section.

#### **ARTICLE 4 DUES CHECKOFF**

4.1 Union Payroll Deduction: It is agreed between the Employer and the Union that any employee in the bargaining unit defined in Article 1 of this Agreement, who is or may hereafter become a member of the Union, or pays an agency fee, may authorize the collection

of Union dues or agency fees by the signing of a payroll deduction form. The employee's authorization shall be irrevocable for a period of one year from the date they are signed or until this Agreement expires whichever occurs sooner, irrespective of their membership status in the Union.

- (a) The Employer shall issue to the District Lodge all such Union payments via check or electronic transfer. The Union shall ensure the Employer has been provided with the proper mailing address and contact information.
- (b) The Employer shall furnish the reports with the payments. Accounts will be established for a focal designated by the Union. It will be the responsibility of the Union to submit all changes in focal to the Employer.
- (c) This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and such subsequent yearly period shall be similarly irrevocable unless revoked within ten (10) calendar days or less than three (3) days prior to the date of termination of any irrevocable period hereof. Such revocation shall be effective by written notice delivered to the Employer. The employee shall also send a copy to the Union by certified mail, return receipt requested, within such ten (10) day period.
- (d) Collection of any back dues or agency fees owed at the time of starting deductions for any employee and collection of dues or agency fees missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period will be the responsibility of the Union and will not be the subject of payroll deductions.
- (e) Deduction of membership dues or agency fees shall be made in a flat sum provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Employer to collect dues or agency fees shall not extend beyond the pay period in which the employee's last day of work occurs.
- (f) All employees in the bargaining unit must as condition of continued employment either be a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- (g) All employees within the bargaining unit on the effective date of this Agreement who are not Union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become union members, or having become do not remain union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days continuous service in the bargaining unit if such entry is prior to the fifteenth (15th) day of that month or

commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15th) day of that month.

- (h) Employees who are Union members on the effective date of this Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or bylaws of the Union.
- (i) Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fee as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of their delinquency. A copy of such communication shall be mailed to the Employer not later than thirty (30) days prior to such request that the Employer take final action on a delinquency.
- (j) Indemnity: The Union shall indemnify and hold the Employer harmless from and against any and all claims, demands, charges, complaints, suits, attorneys' fees, and litigation costs and expenses arising out of any action taken by or against the Employer with regard to its compliance with this Article 4.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

5.1 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 arising only at the worksite. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Any complaint or grievance under this article should be first discussed between the employee, the appropriate supervisor, and the assigned Union Steward. In the event the complaint is not settled orally, or if the grievance is filed by the Union, the following grievance procedure shall apply:

All time limits set forth in the following grievance procedure can be extended only by mutual consent in writing between the parties to this agreement. If the Company should fail to respond to the grievance within the time period, it shall be automatically referred to the next step in the grievance process.

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

5.2 A grievance as defined above in Section 5.1, 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 Employer first became aware, or should have become aware, of the circumstances giving rise to the grievance.

5.3 Step One: Any employee covered by this Agreement, and the appropriate Union Steward shall present his or her grievance to the employee's Site Manager. To be timely and properly filed, a grievance must be presented in writing to the Site Manager 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 at issue and shall be on an I.A.M. grievance form. The Site Manager will hold a meeting within seven (7) 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 seven (7) days after the meeting was held with a copy to the Business Representative.

5.4 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 seven (7) days after the Employer's Step One representative has responded to the grievance or the date on which the response is due. Within seven (7) 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 seven (7) days after the meeting is held or after the grievance was received if no meeting is held, the Program Manager shall notify the Business Representative of its decision in writing.

5.5 Step Three: In the event the grievance is not resolved at the Step Two level of the grievance procedure, a Step Three hearing may be held with the Human Resources Business Partner or their designee and the Business Representative for the Union within seven (7) days. Within seven (7) days after the meeting is held or after the grievance was received if no meeting is held, the Human Resources Business Partner or their designee shall notify the Business Representative of its decision in writing.

5.6 Step Four: If agreement is not reached at the Human Resources Business Partner level, the Union or the Employer wishing to take the grievance to arbitration shall request mediation in writing from the appropriate office of the Federal Mediation and Conciliation Service (FMCS) 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 FMCS 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 Employer 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.



5.7 Step Five: ARBITRATION. In the event a grievance remains unsettled after Step Four, the grievance may be appealed to arbitration by either the Company or the Union by requesting the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to furnish a panel of ten (10) available arbitrators, with a priority for members of the National Academy of Arbitrators, to both parties. Such letter must be mailed, and a copy furnished to the other party within ten (10) calendar days after mediation.

- a. After a panel listing is received from the FMCS or AAA, the Company and the Union will select an arbitrator by the method of alternately deleting a name from the panel until a single arbitrator remains. The party filing the Grievance shall strike first. Should either party reject the original panel or request an additional panel, the rejecting party shall pay for the additional panel. The arbitrator will be notified of their election by a joint letter from the Company and the Union, requesting that the arbitrator set a time and place for the hearing, subject to the availability of the Company and Union representatives.
- b. The Arbitrator shall not have the jurisdiction to arbitrate provisions of a new agreement or to arbitrate away, in whole or in part, any provisions of this Agreement. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of the Agreement. The arbitrator shall consider and decide only the issue(s) presented, and the decision and award shall be based solely upon the arbitrator's interpretation of the application 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 One grievance document to the facts of the particular grievance presented to them 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 that includes any time before ten (10) days before the grievance was filed, except for unpaid wage claims that may extend up to six (6) months prior to the filing of the grievance. The decision of the arbitrator shall be rendered in writing as expeditiously as possible and shall be final and binding upon the Company, the Union and the grievant(s) involved.
- c. It is mutually agreed that each party will pay the costs and expenses of its own representatives. The costs and expenses of the Arbitrator, together with such other expenses that may be necessary and ordered by the Arbitrator, shall be paid one-half by the Company and one-half by the Union.

## 5.8 ADDITIONAL GUIDELINES

- (a) TIME LIMITS. 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. If the Company should fail to respond to the grievance within the time period, it shall be automatically referred to the next step in the grievance process.

- (b) REPRESENTATION. It is agreed that the Business Representative of the Union may assist in any phase of the grievance procedure.
- (c) All Step 1, Step 2, and Step 3 grievance meetings between the Company and the Union shall be held on Company time.
- (d) Both Parties agree that if there are problems in the administration of the Grievance procedure they will meet to discuss and resolve those problems.
- (e) For purposes of computing time under any of the provisions of this Article, "days" shall mean working days, excluding weekend days and holidays.

## **ARTICLE 6 SENIORITY**

6.1 Purpose and Definition: Both parties agree that continued service over a period of time should, and in most cases does, increase the worth of an employee to their employer, and that length of service should receive recognition in case of promotion and therefore agree: that the principle of seniority, where qualifications are substantially equal, shall be the determining factor and shall apply within the bargaining unit in accordance with the specific provisions of this Agreement.

6.2 Probationary Employees. For the first one-hundred and twenty (120) calendar days of employment, employees shall be considered as on probation and without seniority. However, if a probationary employee is laid off and rehired within a period of time not in excess of the time they had previously spent as a probationary employee, they will be credited with the time previously worked toward the completion of their probationary period. Upon the completion of their probationary period, their seniority date will then be their original hire date. The parties may extend the probationary period by mutual written agreement.

6.3 Probationary employees may be laid off or terminated at the discretion of the Employer. Such layoffs or terminations during the probationary period shall not be subject to grievance and arbitration.

- (a) Employees who are promoted shall serve a sixty (60) calendar day probationary period. Should the employee not pass their probationary period, they will retrograde back to their previously held (most recent) classification.

6.4 Establishment of Seniority. All employees at the McConnell KC-46 location have seniority defined as their length of service on the KC-46 contract at McConnell AFB. Benefits shall be administered in accordance with the provisions of this Agreement and recognize prior service with the Employer or like or similar work at the same federal facility whichever is greater.

6.5 Employees with Identical Seniority Dates. When two or more employees have the same seniority date as herein provided, the employee having the lowest employee number shall be considered as having the most seniority for tie breaking purposes.

6.6 Loss of Seniority. A bargaining unit employee's seniority and their recall rights will terminate upon the occurrence of any one of the following:

- (a) Discharge for just cause.
- (b) Resignation. In addition to normal resignations, an individual who, while on leave of absence, engages in other employment without prior written approval by the Employer, or fails to report for work for a period of five (5) calendar days after the expiration of the leave of absence, will be considered as having voluntarily resigned, unless military service pursuant to USERRA precludes the employee from returning to work.
- (c) Failure to respond with an acceptance of a recall notice within five (5) calendar days after receipt of a recall from layoff notice by certified mail or express delivery (trackable, such as UPS) (unless such period is mutually extended by the Employer and Union in writing).
- (d) Failure to report for work within fifteen (15) calendar days after acceptance of a recall notice or on such later date as may be designated by the Employer.
- (e) Failure to keep the Employer advised of any changes in current mailing address while on layoff. The Employer will fulfill its obligation for notice of recall by mailing a certified notice or express delivery (trackable, such as UPS) to the employee's last address of record.
- (f) Leaving the Bargaining Unit in excess of thirty (30) calendar days.
- (g) Retirement.
- (h) Absence in excess of five (5) calendar days, or failure to return from a leave of absence within five (5) calendar days, unless incapacitated for medical reasons and satisfactory evidence of inability to report for work is shown within 30 days.
- (i) Time spent on layoff in excess of eighteen (18) months.

## **ARTICLE 7**

### **WORKWEEK, HOURS OF WORK, SHIFTS**

7.1 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 any particular number of hours of work in any week, days of work in any week, work schedule or work shift. The normal payroll week shall consist of a period of seven (7) consecutive twenty-four (24) hour periods starting on Sunday and terminating on Saturday. Absent unusual circumstances, the normal work week shall consist of forty (40) hours consisting of five (5) days of eight (8) hours per day, Sunday through Saturday. The bi-weekly payroll period is a fourteen (14) day period commencing on Sunday at 0001 hours running through the second Saturday at 2400 hours. Each employee will be assigned to a shift with designated times for beginning and ending. Each shift shall afford employees the opportunity for up to a one-hour unpaid lunch period.

Normal shifts for maintenance and aerial port personnel are:

First Shift      Beginning at or after 0500hrs but before 1259hrs.

Second Shift    Beginning at or after 1300hrs but before 1759hrs.

Third Shift      Beginning at or after 1800hrs but before 0459hrs.

Shifts for instructor personnel are irregular and shall be considered as follows:

Second Shifts start before 0600 hrs. or end after 1900 hrs.

Third Shifts start before 0400 hrs. or end after 2300 hrs.

7.2      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 Company will provide five (5) days' notice, unless such notice cannot be achieved, therefore as much advance notice to the employees as possible, but no less than twenty-four (24) hours' notice if the shift change is more than two (2) hours. Employees' posted shifts shall not be changed to avoid the payment of overtime or shift differential.

7.3      When a training event cancels in advance, the employee may, if agreed to by the employee and Employer, continue with the published work schedule and perform other duties (such as necessary office duties) on their scheduled workday (i.e., weekend) unless the training schedule dictates otherwise as determined by the site manager.

7.4      When a third shift or weekend training event cancels within four hours (4) of training start time, all affected employees shall be offered the opportunity to log their full workday (up to 8 hours).

7.5      Full-time employees shall have first preference by seniority and job classification for work schedules, shift assignments, and requests for time off. The Company shall not utilize part-time workers to displace full-time employees. The Employer agrees to respond to a Union information request regarding the Employer's rationale for hiring part-time employees.

7.6      Operational requirements permitting, the Employer will schedule the full-time bargaining unit employees in such a way as to allow two (2) consecutive days off. Employees may agree in writing to waive this requirement. A holiday will not act as one of the consecutive days off.

7.7      Operational requirements permitting, the Employer will not schedule the full-time bargaining unit employees more than two (2) consecutive weekends. Employees may agree in writing to waive this requirement.

7.8      An employee who is unable to report to work at their scheduled start time must notify the site manager or lead at least ninety (90) minutes before the scheduled start of their shift, absent emergency circumstances beyond the control of the employee.

7.9      Employees may be required to work holidays and their day off.

7.10     Employees shall be paid for time worked computed to the nearest one-tenth hour.

7.11 Part Time Employees. A “part-time employee” is an employee in the bargaining unit who is regularly scheduled to work fewer than forty (40) hours per week. Part time employees will be offered (in seniority order) priority hiring for full-time employment should a position become available and may decline full-time employment without the loss of part-time status.

7.12 When a part-time employee is moved to full-time, they shall have their vacation prorated for the remainder of the period until their anniversary date.

7.13 Part-time employees shall receive payment for holidays and vacation on a pro-rata basis based on actual hours worked. Pro-rata holiday and vacation pay per Articles 20 and 21 will be calculated and paid on an employee anniversary year basis.

7.14 Part-time employees will be afforded Sick Leave in accordance with the requirements of EO 13706.

## **ARTICLE 8 NO STRIKE/NO LOCKOUT**

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

8.2 The Union shall not cause or permit, and bargaining unit employees shall not take part in, any sit down, stay in, sick-out, or slowdown in any Employer location or any curtailment of work or restriction of production or interference with the operations of the Employer.

8.3 The Union shall not cause or permit, and bargaining unit employees shall not take part in, any strike of any of the Employer's operations or refuse to cross any picket line. The Union shall not cause or permit, and bargaining unit members shall not take part in, any sympathy strike, or honor a picket line in sympathy with employees working at McConnell AFB, or any other location where the Employer performs services or employs any other group of employees.

8.4 Any bargaining unit employee proven to have violated this Article or disregarded the instructions given by the Union, may be discharged or subject to other disciplinary action as the Employer may consider appropriate subject to the grievance procedure outlined in Article 6.

8.5 The Employer shall not authorize or direct a lockout during the period this Agreement is in effect. The Employer will not require or ask Union members to replace striking workers at any KC-46 Program site.

## **ARTICLE 9 OVERTIME**

9.1 Overtime: In order for the Employer to meet its support obligations, certain employees from time to time will be required to work overtime as well as shift work during the week, on holidays and weekends. When it becomes necessary to schedule overtime, it will first be offered

to qualified employees on a voluntary basis in seniority order within the work group/work area where the overtime requirement exists. If management fails to obtain a sufficient number of volunteers to meet the overtime requirement(s), then qualified employees may be directed to work the necessary overtime within the work group/work area where the overtime requirement exists, in reverse seniority order. The Employer will provide notice of overtime requirements no later than end of shift on the fourth (4th) workday of the work week. The Employer shall not require an employee to work overtime who has worked two (2) consecutive weekends either Saturday or Sunday or the employees sixth (6th) and seventh (7th) workday in the employees' workweek, or one hundred (100) overtime hours in the calendar quarter.

9.2 There shall be no pyramiding of overtime. No overtime shall be worked except by direction of the Employer's appropriate management or designee.

9.3 Overtime will be paid at one and one-half (x1.5) times the employee's regular rate of pay, including all applicable differential and premium pay for all hours worked in excess of forty (40) hours in a work week.

9.4 "Hours worked" for the purpose of computing overtime shall include all hours paid for holidays and vacation.

## **ARTICLE 10 LEAVE OF ABSENCE**

10.1 Authorized Leaves of Absence. For the time period indicated in each instance, leaves of absence (without pay except to the extent vacation or sick leave is available) shall be granted to an employee on the active payroll:

- (a) When selected for a Union training or leadership development program for a period not to exceed two (2) weeks per calendar year.
- (b) The Employer may grant leaves of absence without pay for other reasons that the Employer considers valid in its sole discretion. Should the request for leave of absence be rejected by the Employer, the reason will be discussed with the employee and the Steward.
- (c) Requests for leaves of absence must be made in writing to the Employer and specify the reason for the requested absence. If the need for a leave of absence is foreseeable, the employee must provide at least thirty (30) days prior written notice. If this is not possible, the employee must give notice as soon as practicable.

10.2 Return from Leave of Absence. An employee who applies for return from leave of absence on or before the expiration date of their leave will be returned in accordance with the following:

10.3 Workers Compensation:

- (a) When an employee returns from a leave of absence that was granted due to industrial injury or industrial illness and is able to perform the essential functions of the position as determined by a third-party evaluation at the Employer's expense,

- (b) The employee will be returned to that job if this does not conflict with Article 6.
- (c) If this does conflict with Article 6, the employee will be considered for any position that they are qualified and able to perform the essential functions of the position, or (if a layoff occurred that would have affected the employee during such leave) be subject to the layoff procedures in Article 6.
- (d) When an employee returns from a leave of absence and is not able to perform the essential functions of the position previously held, the employee will be considered for any position that they are qualified and able to perform the essential functions of the position, or if a layoff occurred that would have affected the employee during such leave of absence, be subjected to the layoff procedures in Article 6.

#### 10.4 Medical Leave of Absence Other Than Workers Compensation:

- (a) When an employee returns from a medical leave of absence that was granted due to non-industrial injury or illness, and the period of the leave has not exceeded six (6) months, and the employee is able to perform the position previously held, the steps and procedures of Section 10.3(a) will apply.
- (b) When an employee returns from a medical leave of absence and is not able to perform the essential functions of the position previously held, the employee will be considered for any position which they are qualified and able to perform; otherwise, the employee may be placed on layoff in accordance with Article 6.
- (c) If leave was granted due to non-industrial injury or illness and the period of leave is in excess of six (6) months, the employee may be returned to the position previously held providing there is an opening in such position classification and placement in such opening is not inconsistent with Article 6, and seniority provisions of this Agreement; otherwise, the employee may be placed on layoff.

### **ARTICLE 11 SAFETY**

**11.1 Safe Conditions:** The Employer shall maintain high standards of safety and healthful conditions, including safety equipment as is necessary to eliminate and protect employees from industrial accidents, injury and illness. These items will be defined as the minimum based on OSHA regulations and recommendations as well as bargaining unit member expert input. The Employer will reimburse each employee for replacement of safety equipment damaged in normal wear and tear, not to exceed three hundred dollars (\$300.00) annually.

**11.2 First Aid Kits:** The Employer shall maintain a first aid kit in each building that is suitable for the most reasonable risk of injury in the workplace, including falls, electrical shock and crushing injuries.

**11.3 If an employee is required to work a shift of more than twelve (12) hours, they will be afforded ten (10) hours off before their next shift.**

## **ARTICLE 12**

### **NON-DISCRIMINATION/NON-HARASSMENT**

12.1 The Employer and the Union agree that no employee shall be discriminated against or harassed on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability, veteran status, or on any other basis prohibited by federal or applicable state law. The Employer and the Union further agree that a qualified employee with a disability who is able to perform the essential functions of his or her position or of a specific position, with or without reasonable accommodation, shall not be discriminated against on the basis of the disability. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists.

12.2 Employees who feel they have been unlawfully discriminated against or harassed as set forth in Section 12.1, and any employee having information concerning alleged unlawful harassment, should present that information, without fear of reprisal, to their Site Manager, with the Union Steward or IAMAW Business Representative present. The matter will receive prompt attention; remedial actions, including disciplinary action where appropriate, may be taken concerning individuals involved. The Human Resources Department will be available to facilitate any necessary investigation. Violations of this policy will not be tolerated and may result in disciplinary action up to and including termination.

12.3 An alleged violation of this Article shall not be subject to the grievance and arbitration procedures. Notwithstanding the foregoing, any discipline arising out of an investigation under this Article is subject to Grievance and Arbitration.

## **ARTICLE 13**

### **DRUG FREE WORKPLACE/HEALTH EXAMINATIONS**

13.1 The Employer has the existing right to require employees to submit to health examinations in the following circumstances: for any workplace health issue, such as workplace injury, or as may be required by the contracting authority.

13.2 The Employer has the existing right to require employees to undergo drug and/or alcohol screening if reasonable suspicion exists that an employee is using or under the influence of drugs and/or alcohol.

13.3 Health Examinations required by the Employer shall occur during the hours of 9:00 a.m. to 5:00 p.m. Drug and/or alcohol screening will take place as soon as possible after the Employer has reasonable suspicion that an employee is using or under the influence of drugs and/or alcohol. The employee's Steward or Business Representative shall be notified as soon as possible.

13.4 Bargaining unit employees shall be compensated at their regular hourly rate for time spent in an examination or drug/alcohol screening required by the Employer, as well as reasonable travel time and expenses to and from the examination. The Employer shall pay for any health examination or drug/alcohol screening it requires a bargaining unit employee to submit to.

13.5 Re-analysis: Within 72 hours of notification of a positive test result, an employee may request reanalysis of the sample at the employee's expense. 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 they were on suspension, provided he would otherwise have been available for work.

13.6 Split Sample: A confirmation test will be performed on the "split sample" of the original sample of anyone testing positive on an initial test.

13.7 Employee Assistance Program. The Employer will provide substance-abuse treatment and counseling programs for full-time employees through the Employee Assistance Program and medical insurance coverage, if enrolled.

## **ARTICLE 14 SEPARABILITY**

14.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The Employer and the Union shall meet as soon as possible after the enactment of such legislation or decree to reestablish compliance.

14.2 No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the Employer or the Union unless made and executed in writing by the Employer and the Union.

14.3 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or provision.

14.4 The Employer will maintain an environment in which employees can make known their interest in transferring to other positions which they are qualified to perform.

## **ARTICLE 15 MISCELLANEOUS**

15.1 Sabotage: The employees agree to report to the Employer when they have knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of Employer, Government, customer or any other person's or employee's property. The employees further agree, if any such acts occur, to use their best efforts in assisting to identify the guilty person or persons and notify the Employer of its investigation.

15.2 Security Clearance: Nothing in this Agreement shall require the Employer to employ or continue to employ or give access to any of its facilities or work locations, any person or persons to whom a Government agency refuses to give access to classified information and/or access to work or site. However, the Employer will consider assigning an employee in their job title to an area for which they are qualified, and a clearance is not required. For employees who lose their security clearance, they will be afforded an eighteen (18) month period to have their security

clearance reinstated, provided that the Employer may lay-off the employee if duties that do not require a clearance are not reasonably available.

15.3 Defense Security: In the event that the Department of Defense, through its duly authorized representatives concerned with security, advises or has advised the Employer 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 Employer considers necessary for security reasons in accordance with the below provisions.

15.4 Security Clearance Processing: If the Government requires a Security Clearance/National Agency Check (NAC)/Controlled Access Card (CAC) to perform a specific job, or for access to restricted areas, un-cleared 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, if allowed by Government Instructions/Regulations, while their application is pending approval by the appropriate government agency. Employees shall not be moved from the position unless their application approval has been denied and the employee is provided proof of the denial, or if remaining in the position violates Government direction. The security clearance and/or restricted area access shall be a condition of an employee being assigned to or holding that job assignment.

15.5 Reinstatement: The Employer shall reinstate the seniority of an employee who was denied security clearance if reinstated by the Federal Government. An employee not on initial probation, who loses their security clearance on-site access for any reason, will not lose their seniority until final adjudication of their appeal or eighteen (18) months if an employee can show written proof that their security clearance remains active, an additional six (6) months will be granted, whichever comes first. Any employee whose seniority is reinstated under this provision will be reinstated in their previously held occupational title.

15.6 Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, but in the event the Employer ceases to perform on the contract as identified in Article 1, the Employer shall be released from all obligations under this Agreement.

15.7 Performance of Work: Company managers and other employees in job classifications not covered by this Agreement shall not perform work normally performed by employees in the bargaining unit, except that the Site Manager may perform the duties of employees in the bargaining unit for currency, in emergency situations (On-Site Union Representative and Employer mutually agree there is an emergency) or for the purpose of instructing employees. Managers shall not perform any unit work solely to prevent a unit employee from earning overtime, differential, or position/premium pay. The present practice of the Site Manager working interactively with the scheduler and the leads to prepare and update the training schedule will continue. It is further agreed that this provision is not intended to displace any bargaining unit employee. Any disputes arising between the parties shall be settled through the grievance and arbitration process.

15.8 Travel, Transportation and TDY: Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Employer, will have their transportation provided for by the Employer. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations. The Joint Travel Regulations per diem rates and mileage rate will be available to the employee in the HR office. The JTR per diem rates and mileage rates will be available before the travel and after the travel is complete. Any additional cost for reasonable lodging above the rates listed in the JTR will be paid by the Employer, in advance when specifically requested. The per diem rate shall cover both the lodging rate and Meals and Incidental Expenses as defined by the JTR for the counties associated with the travel. Employer shall reimburse for fees associated with travel to include air fare, baggage fees, car rental, and car rental insurance, fuel for rental cars, cab fare, and tips.

- (a) Employee on TDY assignments where a Passport, International Driver License, Tolls, Ferries, or any cost incurred as part of the TDY assignment shall be reimbursed by the Employer.

15.9 While an employee assigned to such Field Duty and is traveling to that Field Duty assignment and returning to their regular workstation from such assignment, they shall be paid, at the regular rate or appropriate overtime rate for all travel in accordance with the following. If traveling by commercial airlines, the employee shall be allowed a minimum of eight (8) hours regular pay for travel time from home to the destination worksite. If the employee travels by personally owned vehicle (POV) or Employer provided vehicle, and the use of such conveyance is Employer-directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Employer provided vehicle, a travel day shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime.

15.10 All employees in the bargaining unit may be subject to TDY assignments. The Employer will equally distribute field duty between employees working in the same unit in the same technical specialty, within the same job classification. Field duty records shall be maintained in the unit on a monthly or on as needed basis and provided to the unit steward.

- (a) Employees assigned to TDY assignments where the wage rate is higher than current wage, shall be paid at the higher rate for all hours paid, including differential, and premium pay, FTU pay, and overtime while on such assignment.

15.11 A volunteer list will be initiated in each unit and all employees who want to volunteer for future TDY assignments will place their name on this list. Qualified volunteers in the required classification will be selected from the rotation list, starting with the first name on the list. If the first name on the list does not have the required qualifications and classification for the TDY assignment being selected, management will continue down the list until a qualified employee is selected. Employees not selected because of qualifications or classification will be notified of the reason for the non-selection and their names will remain in the same relative position on the list. The employee(s) selected for the TDY assignment will have their name(s) moved to the end of the list whether or not they accept the TDY assignment.

15.12 While on official business travel at no time will employee(s) be required to share a room. The Employer will provide for dry-cleaning/cleaning expenses of clothes if stay is for seven (7) consecutive days or more. If multiple employees are traveling at the same time and they are to work different shifts the Employer will allow adequate transportation for the requirement.

**15.12.1 Contractor Flying Program: Instructors flying on observation flights will be compensated at their regular rate for hours worked at flight report time to completion of post mission activities. Instructors flying on observation flights will be provided twelve (12) hours of rest prior to flight report time.**

**15.12.2 In the event of a divert away from home station which results in a "crew rest", the Employer will pay/reimburse the employee for all travel expenses in accordance with Sections 15.8 through 15.12 above. During a divert away from the employee's home station, the employee will be paid the greater of eight (8) hours of pay or actual mission time for each day away from home station until return to home station.**

15.13 Bargaining Unit Status Report: A seniority list will be provided to the Union by the Employer upon request. The reports will include the following information:

- (a) Employee name
- (b) Employee Identification Number
- (c) Job number and title
- (d) Seniority date
- (e) Employees on active layoff

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

15.15 Abnormal Plant Closures: The Employer will compensate employees **at their regular rate of pay including any applicable differential and/or premium pay in effect at** those periods of time when safety stand downs, government/customer shutdowns, government mandated holidays, periods of national mourning, inoperable simulator devices, technology upgrades, or weather-related incidents and other acts of God, necessitate a partial workday(s) or temporary closing of facilities. The employer will determine schedule requirements. This section does not apply to instances involving the release of military members for events such as Command designated family days.

15.16 Layoff Severance: Any bargaining unit employee permanently laid off due to a lack of work shall receive one hundred and sixty (160) hours of severance pay at their straight time hourly rate. As a precaution of receiving severance pay, the employee must sign a waiver and release of all claims in favor of the Employer. Notwithstanding the foregoing, no severance pay shall be due and owing to any employee in those cases where a successor contractor or subcontractor takes over operation or administration of the KC-46 ATS contract at McConnell Air Force Base.

15.17 Paid time off for voting: Bargaining unit employees who do not have two (2) consecutive hours when they are not scheduled to work during the period that polls are open, shall be granted up to two (2) hour of work time without loss of pay to vote at local government, general, direct primary, or presidential primary elections.

## **ARTICLE 16**

### **WORKFORCE ADMINISTRATION/LAYOFFS**

16.1 The necessity for layoffs or other reductions of staff shall be in the sole discretion of the Employer, including the number of employees to be laid-off and the job classifications that will be affected.

16.2 In effecting a reduction in force within a job classification, the following procedure shall be followed. The first selection shall be probationary employees, followed by voluntary layoff in the classification, followed by part time employees, followed by full time employees in the classification in reverse seniority order.

16.3 Affected full time employees referenced in article 16.1 will be offered a lateral or lower job classification providing they have the required qualifications and certifications on the date of the layoff notification for that job if their seniority permits. Full-time employees involuntarily laid off shall be allowed to move into part-time status based on their seniority and shall be permitted to displace a more junior part-time employee.

16.4 Recall from Layoff: Employees who are on layoff status from job classifications having job openings will be recalled in order of seniority providing they have the required qualifications as determined by the Employer in consultation with the Union and are eligible for re-certification for that job.

16.5 Employees will be notified of recall in writing by trackable delivery (e.g., FedEx, UPS, certified mail) to their last known address on the Company's records, with a copy to the Union, and the employee will be required to report to work within fifteen (15) calendar days following receipt of the written notice. Failure to report will result in automatic loss of seniority and the employee will be deemed to have voluntarily resigned without recourse to grievance and arbitration. It is the sole responsibility of the employee to keep the Employer properly informed of their current address and telephone number.

## **ARTICLE 17**

### **JURY AND WITNESS DUTY**

17.1 An employee absent from work due to required jury duty will be paid for such lost hours at their current regular rate, including differential and premium pay where applicable, up to a maximum of eight (8) hours per day, for each regularly scheduled workday the employee is required to serve as a juror. Employees will be paid eight (8) hours jury duty pay and will be excused from their scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. Employees must report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for jury duty or after their release from jury duty (two (2) hours of this time will be considered as travel preparation time). Second and

third shift employees summoned to jury duty will be temporarily assigned to first shift on a weekly basis during the time required to serve.

17.2 Fees received for jury duty will not be deducted from such pay. The employee will furnish to the Employer evidence satisfactory to the Employer showing the performance of jury duty that meets the requirements of this Section.

17.3 An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law, will be paid for such lost hours at their current regular rate, including differential and premium pay where applicable, up to a maximum of eight (8) hours per day, for each regular workday for which they are paid a daily witness fee. Employees will be paid eight (8) hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so serving as a witness. Employees must report to work provided there are more than four (4) hours available on their shift either prior to their scheduled report time for witness duty or after their release from witness duty (two (2) hours of this time may be considered as travel preparation time). Witness fees will not be deducted from such pay. An employee is not entitled to such pay under this Section 17.3 in circumstances where the employee (1) is called as a witness against the Employer or its interests; or (2) is called as a witness on their own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to their outside employment or outside business activities. The employee will furnish to the Employer evidence satisfactory to the Employer showing their attendance as a witness that meets the requirements of this Section.

## **ARTICLE 18**

### **SHORT TERM MILITARY DUTY**

18.1 An employee who is a member of a reserve component of the Armed Forces, who is required to enter active annual training duty or temporary special services, shall be paid their regular rate of pay, including differentials and/or premiums where applicable, up to a maximum of **seventeen (17)** workdays each calendar year. The amount due the employee under this Article shall be reduced by the amount received from the government body identified with such training duty or services, for the period of such duty, up to the maximum period mentioned above. Such items as subsistence (does not include allowance for quarters), uniform and travel allowance shall not be included in determining pay received from state or federal government. Employees' must provide the Employer a copy of their leave and earning statement (LES).

## **ARTICLE 19**

### **WAGES**

19.1 The wage rates listed below are the base or straight time wage rates. The "regular rate" is the base or straight time rate plus any applicable differentials or premiums. Employees shall be paid for time worked computed to the nearest one-tenth hour. The effective date of all wage increases as identified below will be the first full pay period in the month and year listed in the Base Wage Table.

Detail Job Description	Current	January 2023	January 2024
Pilot Instructor	\$ 62.36	<b>\$81.50</b>	<b>\$85.58</b>
Boom Operator Instructor	\$ 54.31	<b>\$76.50</b>	<b>\$80.33</b>
Simulator Mx Technician I	\$ 35.14	<b>\$38.00</b>	<b>\$39.90</b>
Simulator Mx Technician II	\$ 37.81	<b>\$49.00</b>	<b>\$51.45</b>
Simulator Mx Technician III	\$ 45.61	<b>\$56.00</b>	<b>\$58.80</b>
Aerial Port Team Member	\$ 37.48	<b>\$44.50</b>	<b>\$46.73</b>
Aerial Port Team Chief	\$ 41.38	<b>\$50.50</b>	<b>\$53.03</b>
<b>Network/TMS Administrator</b>	<b>\$ 36.06</b>	<b>\$47.00</b>	<b>\$49.35</b>

19.2 Shift Differential/Odd Workweek Differential: Employees will be paid a shift differential of two dollars and fifty cents (\$2.50) of base rate of pay including any overtime rates for hours worked on second shift and three dollars (\$3.00) shift differential per hour for third shift. Shift differential will also be applied for weekend second and third shifts. For maintenance and aerial port personnel, shift differentials shall be paid for all hours paid. Odd workweek shall be defined as any other starting workweek day other than Monday and shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour above the employees' base rate.

19.3 Report Time/Call-In Time: If an employee reports for work in accordance with their assigned shift or other instructions from management or lead, they shall receive a minimum of four (4) hours pay at their regular rate of pay. Any employee who has completed work, left the Employer's premises, and who is called back to work, shall receive either four (4) hours work, or four (4) hours pay at their regular rate of pay plus applicable overtime rates as defined in Article 9. An employee called to work on their regular day off or on a paid holiday shall receive a minimum of four (4) hours pay at their regular rate of pay plus applicable overtime rates and holiday rates as defined in articles 9 and 21 respectively. An employee shall not be required to stand by for a call back to work after the termination of their regular shift. An employee who leaves work of their own volition, or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day.

19.4 Bonuses and Relocation Allowances: The Employer shall have the right to give relocation bonuses at its sole discretion on a case by case basis to future employees of the Employer. The Employer shall have the right to give employee bonuses to all bargaining unit employees.

19.5 Reassignments: Employees promoted on a temporary or regular basis shall receive the rate of the new classification. Employees temporarily assigned to a premium rate position will receive the premium rate when performing the work of that position.

19.6 Lead Position: The decision to designate, eliminate or remove an employee from a Lead position shall be at the sole discretion of the Employer. The Employer shall assign (in writing) a Lead position that shall be paid a premium of five dollars (\$5.00) per hour above their base rate including any overtime rates for all hours **paid except as stated in Section 15.16. Beginning the first full pay period in January 2023, the premium shall be increased to five dollars and fifty cents (\$5.50). Only hours worked as defined in Section 9.4 shall count toward overtime as provided in Section 9.3.**

19.7 Test Position: The decision to designate, eliminate or remove an employee from a Test position shall be at the sole discretion of the Employer. The Employer shall assign (in writing) a Test position that shall be paid a premium of four dollars (\$4.00) per hour above their base rate including any overtime rates for all hours **paid except as stated in Section 15.16. Only hours worked as defined in Section 9.4 shall count toward overtime as provided in Section 9.3.** Test position(s) shall be by classification.

19.8 Scheduler Position: The decision to designate, eliminate or remove an employee from a Scheduler position shall be at the sole discretion of the Employer. The Employer shall assign (in writing) a Scheduler position that shall be paid a premium of four dollars (\$4.00) per hour above their base rate including any overtime rates for all hours **paid except as stated in Section 15.16. Only hours worked as defined in Section 9.4 shall count toward overtime as provided in Section 9.3.**

19.9 Formal Training Unit Position: During the time that the site is designated as an FTU site, or required to teach FTU courses, the Company may in its discretion designate employee(s) to perform FTU instruction. The decision to designate, eliminate or remove an employee at McConnell, AFB from formal training unit instructor qualified shall be at the sole discretion of the Employer. The Employer shall assign (in writing) instructor positions that shall be paid an FTU premium of five dollars (\$5.00) per hour above their base rate including any overtime rates for all hours worked and paid vacation, holiday, and sick pay. **FTU premium shall increase to six dollars (\$6.00) per hour effective the first full pay period in January 2023.** This shall apply to Aerial Port Team Chief designated to provide Aerial Port training offsite at other Employer duty locations. Instructors that are used as FTU instructors at other sites will be designated and will receive the FTU premium for all hours worked. The Employer will not routinely unassign these instructors after each trip or between trips.

19.10 Notice to Instructors: Instructors will be given a minimum of five (5) workdays notice to prepare for any written or oral flight crew evaluation. Any oral or written evaluation will be open book or derived from a master question file provided to instructors prior to the five (5) day notice period. All tests will be corrected to 100% through a remediation process.

19.11 A five (5) day notice period shall be given prior to any flight or instructional evaluation in classroom or appropriate device. Instructors will be given a minimum of one period in like device with like profile and an instructor supervisor to prepare for such evaluation. Any evaluations



requiring “in-the-seat” proficiency will require the company to provide an ongoing 11-2KC46 Vol 1 style set of proficiency currencies and quarterly/semi-annual, and annual training events in all appropriate aircrew training devices to maintain all-around proficiency. In addition, the five (5) workday advance notice, a minimum of one evaluation preparation sortie in the appropriate device practicing the exact profile to be used by the appropriate flight examiner will be given.

19.12 Specialty Clothing Allowance: Full time technicians, load team, and instructors will be provided three hundred fifty dollars (\$350.00) on each anniversary of hire to compensate for the high wear rate of clothing while training on the KC-46 aircraft and training devices. Clothing worn must comply with Employer dress code requirements. This does not relieve the Employer of the responsibility to provide personal protective equipment required by OSHA and AFOSH.

**19.13 Aerial Port Courseware Production: The decision to designate, eliminate or remove aerial port personnel to assist in courseware production shall be at the sole discretion of the Employer. The Employer shall make the assignment (in writing) and beginning the first full pay period in January 2023, the employee so designated shall be paid a premium of four dollars (\$4.00) per hour above their base rate including any overtime rates for all hours paid except as stated in Section 15.16. Only hours worked as defined in Section 9.4 shall count toward overtime as provided in Section 9.3.**

## **ARTICLE 20 VACATIONS**

20.1 General: It is the policy of the Employer to grant vacation to full time employees after each year of service. It is believed that a reasonable period of time away from the job is conducive to good health and well-being and can have a refreshing effect that is to the advantage of the Employer as well as the employee. Accordingly, it is management’s responsibility to give each eligible employee the opportunity to take a vacation each year. Every effort will be made to ensure that each employee uses all their vacation credits for time off within the period of time available to them. If, at the time of separation from employment, an employee has unused earned awarded vacation, they will be paid the value of unused vacation based on the termination date. Vacation is an earned benefit; therefore, any partial year vacation will be paid (pro-rated) upon termination of employment.

20.2 Eligibility Conditions: The vacation anniversary date will be the earlier of last hire by the Employer or time with predecessor contractors on the Aircrew Training Systems contract at the same federal facility or by an employee hiring in from another site with the Employer (i.e., KC-135 ATS).

20.3 Vacation Allowance: Full time employees shall be awarded vacation in accordance with the following:

## VACATION SCHEDULES

VACATION LEAVE ACCRUAL RATES	HOURS ACCRUED PER YEAR
Less than 3 years seniority	80 hours per year
3 years but less than 9 years seniority	120 hours per year
9 years <b>but less than 15 years seniority</b>	160 hours per year
<b>15 years but less than 20 years seniority</b>	<b>168 hours per year</b>
<b>20 years seniority or more</b>	<b>200 hours per year</b>

20.4 Vacation Carryover: Employees will be allowed to carry over up to one (1) year of vacation at employee's current accrual rate, on date of hire anniversary.

20.5 Use of Vacation: Scheduling vacation is on a first come first basis, unless the request is made on the same day, in which case seniority will prevail.

- (a) Vacation will be paid at an employee's regular rate including any differentials and premium pay.
- (b) Vacation will be granted unless such request will interfere with operational requirements.
- (c) Upon termination, employees will be paid for all vacation hours accrued and awarded.

20.6 Definitions: The vacation anniversary date is the date that determines how much vacation an employee is entitled to receive. The vacation anniversary date also is the date when the benefit is awarded to the employee, and therefore available for use. New hire employees will continue to receive their first forty (40) hours of vacation at their six (6) month anniversary and the remaining 40 hours at their one year anniversary date.

20.7 Sick time: An employee receives an allocation of sick leave benefits when hired, prorated for the year from seventy-eight (78) hours, and an additional seventy-eight (78) hours on January 1 of each year.

20.8 Purchased Time Off: Employees shall have the right to participate in the Employer's purchased time off (PTOF) program to cover contingencies and/or force savings. **Employees may purchase up to eighty (80) hours of PTOF to supplement paid time off, on a pre-tax basis, by payroll deduction on a calendar year basis.**

20.9 Basis of Accrual: Paid vacation, holidays and sick leave will be counted as time worked for benefit accruals.

20.10 Bereavement: In the event of death in an employee's immediate family, the employee will be granted five (5) days bereavement leave with pay **at their regular rate of pay including any applicable differential and/or premium pay in effect at the time**. Two (2) additional days of paid leave may be granted if out of town travel is required. Immediate family is defined as follows:

- (a) Parents (your parents, stepparents, or an individual who stood in the place of a parent to you when you were a child).
- (b) Current spouse or current domestic partner.
- (c) Children, stepchildren, and their current spouses.
- (d) Siblings, stepsiblings, half siblings, and their current spouses.
- (e) Grandparents, step grandparents, grandchildren, and step grandchildren.
- (f) Current spouse's or current domestic partner's parents (same definition as employee's parents), grandparents, step grandparents, children, stepchildren, grandchildren, and step grandchildren.
- (g) Current spouse's or current domestic partner's siblings, stepsiblings, half siblings and their current spouses.

20.11 Parental Leave: The Company agrees that if FSI Defense implements a paid maternity/paternity leave policy, said policy shall apply to bargaining unit employees.

## **ARTICLE 21 HOLIDAYS**

21.1 The following twelve (12) holidays shall be observed by the bargaining unit personnel:

- (a) The Employer recognizes the following holidays: Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and New Year's Day.
- (b) In the event the federal government declares an additional federal holiday in addition to the holidays set forth above in Section 21.1(a), such new declared holiday will be granted to employees.

21.2 When a holiday falls on a Saturday, it will be observed on the preceding Friday. When it falls on a Sunday the holiday will be observed the following Monday. When Christmas and New Year's Day fall on a Tuesday or Thursday, the adjacent Monday or Friday, as the case may be, will also be observed as a holiday.

21.3 Non-worked Holidays: Eligible employees shall receive eight (8) hours pay for non-worked holidays (those holidays designated above), at their regular rate including any differential and/or premium pay in effect at the time the holiday occurs.

21.4 Worked Holidays: In addition to the eight (8) hours of holiday pay described in Section 21.3 above, employees who are required to work on the above-named holidays shall receive their regular rate of pay for all hours worked on the holiday including differential and premium pay if applicable.

21.5 Holiday Observance When Occurring on a Scheduled Day of Rest: When a holiday falls on an employee's scheduled day off, the employee shall be permitted to take that day off at a time mutually agreeable to the employee and Employer.

21.6 Employees on Non-Regular Workweek: For those employees who regularly work Saturday and/or Sunday, receiving two (2) consecutive days off during the week, the two (2) days off shall be treated as "Saturday" and "Sunday", in that order, for the purpose of this Article.

## **ARTICLE 22 GROUP BENEFITS**

22.1 The Union agrees that full time bargaining unit employees shall continue to fully participate in and be entitled participate in the following Employer's group benefit plans or programs applicable to the Employer's other employees that are not subject to the collective bargaining agreement as set forth in the applicable plan or program documents.

22.2 The Employer retains the right to modify, alter, change or eliminate benefits and rules, in its discretion, only if such modifications, alterations, changes or eliminations apply to all FS Defense employees. If the Employer anticipates a significant change in benefits or a change in the allocation of employee contributions, the Employer will offer the Union the opportunity to meet and discuss such change(s).

22.3 Employee Premium Cost: The employee will cost share by paying 20% of the premium cost of the medical plan and the Employer will pay 80% **until the Health and Welfare payment in Section 22.8 becomes effective at which time the cost of the medical plan and the cost of all other benefits listed in Section 22.4 except those designated as 100% Employer paid and the 401(k) plan will be 100% paid by the employee.**

22.4 Full time employees will be offered the following group benefits for the term of this Agreement. The current package and any future benefits offered by the Company (in which the cost is shared by the employee and the Employer in some cases) shall include:

- (a) Flexible Spending accounts
- (b) Basic Life Insurance **(100% paid by Company)**
- (c) Accidental Death and Dismemberment (AD&D)
- (d) Employee Supplemental Life Insurance
- (e) Dependent Life Insurance
- (f) Short Term Disability Insurance **(100% paid by Company)**

- (g) Long Term Disability Insurance
- (h) Medical Insurance (80/20)
- (i) Dental Insurance
- (j) Vision Insurance
- (k) Employer provided 401K
- (l) Business Travel Accident Insurance (**100% paid by Company**)
- (m) Employee Assistance Program (**100% paid by Company**)

22.5 All Group Insurance coverage will begin after enrollment as specified in each plan document.

22.6 The Employer agrees to allow employees to participate in the Machinists Custom Choice Worksite Benefits Program as outlined in the attached Memorandum of Understanding.

22.7 If the FMLA is applicable, the Employer shall not require an employee to exhaust vacation and sick leave benefits while on FMLA leave. The Employer shall continue to contribute its portion of the medical, (as applicable under the plan documents) insurance premiums for up to twelve (12) weeks. The Employer shall continue to provide at no cost to the employee short term disability while they are on a medical leave of absence.

**22.8 Beginning with the first full pay period in January 2023, the Company will provide each employee the amount of \$14.00 per hour paid, up to a maximum of forty (40) hours per week, to be used for the purchase of Health and Welfare (H&W) benefits as set forth in Section 22.4 of this Article. All benefits will be offered in accordance with the Company's negotiated plans for the McConnell AFB location. Any unused monies will remain with the employee. Beginning with the first full pay period in January 2024, the H&W amount will increase to \$14.75.**

**22.9 401(K) Plan: The FlightSafety Employees' 401(k) Retirement Plan shall be made available to those eligible employees covered by this Agreement.**

**22.10 The Company agrees that in the event it improves the match provisions under the Company's 401(k) plan for any FSI Defense employee, it will simultaneously apply the improvements to eligible employees in the bargaining unit.**

## ARTICLE 23 NEW CLASSIFICATIONS

23.1 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 wage rate. The Company will immediately furnish the Union with a copy thereof. The Union will have fifteen (15) calendar days in which to take exception to the rate. If the Union has not advised the

Company in writing that it does not agree, the job shall become a part of the existing Agreement. The Company will post all new and existing jobs for fifteen (15) workdays before hiring external; this posting will include the job description, wage rate and process for application.

23.2 Should the Union not agree, it must advise the Company within the fifteen (15) calendar days and state its position as seen above. The Company and the Union shall then attempt to agree. In the event the Company and the Union cannot agree within fourteen (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 job prior to the arbitrator's decision. If the wage rate is an issue, the arbitrator's scope of authority is confined to the following: "Is the Employer's last, best and final offer on the wage rate for the new classification unreasonable?" If the arbitrator decides that the Employer's last, best and final offer is unreasonable, the parties shall return to the bargaining table and the arbitrator shall retain jurisdiction.

## **ARTICLE 24 DURATION**

This Agreement shall become effective as of **29 October 2022** and shall remain in full force and effect until midnight **31 August 2024**, and shall automatically be renewed for consecutive periods of one (1) year thereafter (i.e., after **31 August 2024**), unless either party shall notify the other in writing by trackable delivery (e.g., certified mail with return receipt requested, FedEx, or UPS), at least sixty (60) days, but not more than ninety (90) days, prior to **31 August** of any calendar year, beginning with **31 August 2024**, of its desire to terminate this Agreement, in which event this Agreement shall terminate at midnight on **31 August 2024** unless renewed or extended by mutual written agreement. In the case of such notice, the parties agree to meet at the earliest mutually agreed to opportunity thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.


In witness thereof, the parties hereto have caused this Collective Bargaining Agreement to be executed by their authorized agents this **29<sup>th</sup> day of October 2022**.

International Association of Machinists and  
Aerospace Workers District Lodge No. 70  
and Lodge No. 774

FlightSafety Defense Corporation  
McConnell AFB, KS



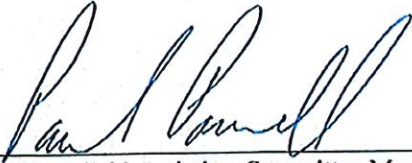
Tyson Kelly  
District Lodge No 70  
Business Representative




Christopher M. Prosser  
KC-46 ATS Program Manager  
FlightSafety Defense Corporation



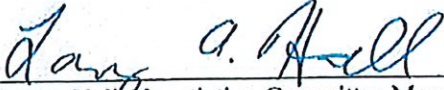
Cornell Beard  
Directing Business Representative



Paul Powell, Negotiating Committee Member



Ryan Murdoch, Negotiating Committee Member



Lonny Hall, Negotiating Committee Member



Scott Alexander, Negotiating Committee Member



**APPENDIX A**  
**LETTER OF UNDERSTANDING**  
**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 Employer reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements. The Employer will honor payroll deduction requests and remit deductions to the underwriting insurance Employer designated by EBS on a schedule, which is mutually agreed to by the Employer and EBS. The Union will defend, save, and hold harmless and indemnify the Employer 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 Employer. The Employer agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requirements are worked out between the Employer 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 **29th day of October 2022**.

For the Union:



Tyson Kelly  
District Lodge No 70  
Business Representative

For the Company:

Christopher M. Prosser  
KC-46 ATS Program Manager  
FlightSafety Defense Corporation