

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRAINING, REHABILITATION,  
& DEVELOPMENT INSTITUTE, INC. ("TRDI")

AND

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

DISTRICT LODGE 70,

LOCAL LODGE **774**

## **PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT (Agreement) is made and entered into effective as of this 1st day of April **2024** thru 1<sup>st</sup> day of April **2027** by and between Training, Rehabilitation & Development Institute, Inc, (TRDI) with its principal office at 425 Soledad Street, Suite 800, San Antonio, Texas 78205 (hereinafter referred to as the "Employer") and the International Association of Machinists and Aerospace Workers District Lodge 70, Local Lodge 774, with its principal office at 3830 S. Meridian, Wichita, Kansas 67217 (hereinafter referred to as the "Union").

This written Agreement represents the entire agreement between the parties, any oral agreements are incorporated herein; and this Agreement can only be amended in writing.. Accordingly, no explicit provision herein may be contradicted by evidence of any alleged prior, contemporaneous, or subsequent oral agreements of the parties. All prior agreements, practices, obligations, and Schedules which are not included in this Agreement are null and void.

The Company and the Union are committing to work together in the spirit of intent that will jointly improve harmonious relations; mutual understanding, and common interests. This partnership exists within a relationship between the Company and Union seeking to achieve the highest levels of productivity, quality, and long-term success for all parties. These common goals include, but are not limited to attracting new customers, retaining existing customers, insuring opportunity for long-term employment, job growth, and shared financial success. The Company and the Union agree that key components of insuring long-term success include, but are not limited to trust, cooperation, and striving toward a mutual understanding in which workplace differences can be peacefully and satisfactorily resolved.

## **ARTICLE I: RECOGNITION**

**Section 1:** The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in all matters concerning wages, hours of work and working conditions for all full time and regular part-time employees, employed by the Employer who are performing work under contract HFA462-17-C-0009 at McConnell Air Force Base Furnishings Management Office Services in Wichita, Kansas, excluding all office clerical employees, temporary employees, guards, managers, supervisors and professional employees at McConnell Air Force Base, as defined in the National Labor Relations Act, as amended.

Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

Section 2: For purposes of this Agreement, employees who:

- (a) Were referred by or continue to receive on-going support and services from a State or Federal Agency - or pursuant to a State or Federal program - for the severely handicapped or disabled,.
- (b) Are employed under special certificates which have been issued by the United States Wage and Hour Administrator;.
- (c) Are at the job site primarily for rehabilitative purposes;.
- (d) Lack the mental capacity to understand traditional work instructions without special assistance from a certified rehabilitation trainer (the Employer will provide the Union documentation of any such condition including certification from a Health Care Professional upon receipt of "Authorization for Release of information" from the employee and/or the employee's parent of duly appointed legal guardian and the Union will maintain the privacy of such information as required by the Health insurance Portability and Accountability Act (HIPAA) Privacy Rule; and
- (e) Are directly supervised on a day-to-day basis by a rehabilitation trainer will be considered "clients" and may choose to be excluded from the terms "employee" and "employees" as used herein and, thereby, from coverage under this Agreement, provided, however, that any such choice by a "client" to be excluded from the bargaining unit must be voluntary and in writing, executed by the "client" or, where applicable, by a parent or duly appointed legal guardian.

Section 3: Any employee who is excluded from coverage under this Agreement as a "client" as set forth in Section 2, will pay as his or her Union dues a fee equal to 75 percent of the applicable Union dues for all other employees covered under this Agreement. These fees, which are for the representational costs incurred by the Union to represent those employees who are excluded as "clients" under the terms of Section 2 - Article 1, will be deducted from the employees' wages pursuant to Article 3 below.

## **ARTICLE 2: UNION SECURITY**

Section 1: Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

- (a) No employee within the bargaining unit shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit or was not on the Employer's active payroll including layoff:
- (b) Employees may handle the matter of payment of Union initiation fees/dues directly with the Union. In cases where deductions are made from those who have already paid Union initiation fees/ dues, the Union will make refunds directly to such employees.
- (c) Deductions shall be made from the accrued regular monthly union dues of each employee in the bargaining unit for whom the above authorization has been received, beginning with the pay for the first full pay period on the month following receipt of such authorization, provided that sufficient earnings remain to cover Union dues after all deductions required by law are made, and such dues deduction shall continue in the like manner monthly thereafter, except as qualified in this article.
- (d) The Union will have sole responsibility for the enrollment of the employee and the Employer will not have responsibility of recognition of the employee as a union member until the Employer has received a signed enrollment card from the Union.

Section 2: When work covered by this Agreement is performed on property of the United States Government that is established and designated by federal and state law as a federal enclave for purposes of the National Labor Relations Act (as to which the provisions of any state's "right-to-work" laws are inapplicable), the foregoing Article 2: Union Security provision will apply for the duration of such work. If work covered by this Agreement is performed on property that is not clearly designated a federal enclave, then state right-to-work laws must be observed by the parties.

## **ARTICLE 3: CHECK-OFF AUTHORIZATION**

Section 1: A signed "Check-Off Authorization to Deduct Union Fees" from the employee involved must be received by the Employer no later than thirty (30) days from the date the Union enrolls the employees. Upon receipt of the employees' authorization cards, the Employer will deduct from the employee's pay (a) initiation fees and reinstatement fees; and (b) uniform monthly dues as certified by the Union. The Union will acknowledge receipt of the employees' remittance dues in writing upon receipt of payment to the Union. The Employer will not have any responsibility for the deduction of any kind of fees from the employee if a signed "Check-Off Authorization to Deduct Union Fees" is not received nor will the Employer have any responsibility to deduct dues for a period of more than thirty (30) days prior to the receipt of a copy of the Check-Off Authorization. The Union will provide the Employer copies of all Check-Off Authorization cards upon the effective date of this Agreement.

Section 2: The Union further agrees to hold and save the Employer harmless of any and all legal actions arising from these "Check-Off Authorization to Deduct Union Fees" and Union Security Clause that may be instituted by anyone involved therein before a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Employer and further agrees to reimburse the Employer for any financial payment adjudged by a court, the National Labor Relations Board, or any other body asserting or having jurisdiction, against the Employer as well as reasonable costs and expenses involved in defense of any such action as set forth in this

paragraph. This holds harmless clause will apply whether or not the Employer has received copies of the Check-Off cards.

Section 3: Should a change in the amount of dues be made by the Union during the term of this Agreement, the Union will provide written notice of such change to the Employer at least thirty (30) days prior to the effective date of the change.

#### **ARTICLE 4: RIGHTS OF MANAGEMENT**

Section 1: Except as specifically limited by the express language of this Agreement, the Employer has and retains exclusively to itself, all rights in the exercise of the functions of the Management of the Company, and the direction of the workforce including, but not limited to, the following rights: (a) manage and operate its business facilities; (b) direct its employees; (c) direct, plan, and control all operations; (d) establish and/or change existing methods, productivity and quality control standards, materials, equipment, facilities, accounting methods and hours of work to determine what products will be handled or distributed and what service or work will be performed at its facilities by employees covered under this Agreement and/or where they will otherwise be handled or services and/or work performed; (e) utilize suppliers and subcontractors (f) test, select and hire employees and assign them to work as needed and where needed; (g) establish and schedule hours of work; (h) transfer, promote and/or demote employees; (i) suspend, discipline and/or discharge employees for cause; (j) layoff and/or recall employees; and (k) establish and enforce Employer rules and/or regulations to include Federal and/or State laws related to the operation of any and/or all facilities and /or employee conduct.

Section 2: The Employer is a non-profit agency that participates in the ABILITYONE Program (formerly referred to as the Javits O'day Act, or JWOD and hereinafter referred to as "Ability One"), to combine forces and employ individuals with significant disabilities. The Ability One Program creates jobs and training opportunities for people who are blind or have other significant disabilities, as set forth in the Committee Staff Agency Review Manual dated June 29, 2007, or any updated version of this manual distributed by referenced Program.

**ABILITYONE PROGRAM ELIGIBILITY STATUS:** Among the requirements for the Employer to participate in the Ability One Program, is that TRDI is responsible for conducting a preliminary Pre-Admission Applicant Evaluation in order to determine if an applicant meets the Committee's definition of blind or severely disabled and not competitively employable. Employees identified as non-disabled under the Ability One Program may be displaced by an individual determined to meet the Ability One Program Eligibility criteria.

By virtue of the Employer's status as a federal contractor under the Ability One Program the Employer and the Union recognize that the Employer's mission is to employ, train and rehabilitate individuals with severe disabilities. Furthermore, the Union recognizes that federal law requires that seventy-five (75) percent of the direct labor hours assigned to employees of the Employer must be assigned to Ability One eligible disabled employees. In connection with this federal requirement, employees are required to obtain an initial and, thereafter, annual medical examination/assessment at employees' own expense to determine the employee's eligibility status for purposes of Ability One. Employees will further be required to sign a release authorization which permits the Employer and/or a qualified third-party healthcare consultant to review medical or healthcare information related to the employee. The Employer will maintain medical and healthcare information regarding an employee confidential in accordance with the Health Insurance Profitability and Accountability Act (HIPAA).

Under the AbilityOne Program (41 CFR 51-4.3(b) (8)), the employer will maintain an ongoing placement program to include liaison with appropriate community services such as the state employment service, other employer groups and other non-profit organizations. Those individuals determined capable and desirous of normal competitive employment shall be assisted in attaining such employment. Individuals under this category may have transitioned out of the AbilityOne Program as their skills and capabilities may have improved to the point where their respective disability is no longer relevant.

Section 3: From time to time, the Employer may be required to discuss or release employee medical or healthcare information to the Union. In such a case, the Employer requires a signed release of information authorization from the employee and/or the employee's parent or legal guardian prior to releasing any such information. The Union

will not release the employee's confidential medical or healthcare information to any other employee or to any other individual or entity that does not have a compelling need to know of the information without the employee's and/or the employee's parent or legal guardian's written consent. The Employer and the Union separately and jointly agree to observe and adhere to the Health Insurance Profitability and Accountability Act (HIPPA) and any other federal and state privacy laws applicable to employee healthcare information.

1 Code of Federal Regulations Title 41 Chapter 51 -Committee for Purchase from People Who Are Blind or Severely Disabled

2 Committee Staff Nonprofit Agency Review Manual dated June 29, 2007 § 3.14 sets forth Initial Assessment.

3 Code of Federal Regulations Title 41 § 51 - 1.3 states def. of Blind... (2) states def. Severely Disabled

#### **NOTE: SECTION 4 HAS BEEN SKIPPED**

Section 5: The Employer has and retains exclusive rights to adhere to the Government's STANDARDS OF CONDUCT: The Employer shall be responsible for maintaining satisfactorily standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

Under the following condition, the Contracting Officer or his/her representative may request the Employer to immediately remove any employee(s) from the work site. When the Government determines such employee(s) to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable; or whose continued employment the Government deems contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility and its population.

The Contracting Officer may also request the Employer to immediately remove any employee(s) from the work site(s) should it be determined that individual(s) being assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

Employees who are removed from contract work sites shall be required to return any and all forms of Government and Employer issued ID cards and to leave the work site immediately. In these instances, the employee will not have recourse to the arbitration process.

Section 6: Clearance: Due to the nature of the services provided at McConnell AFB, the Government will request a clear background check for all employees. Employees will be required to pass an initial and annual background check conducted by the Employer and the Government. The Government retains the right to rescind an employee's access and/or deny access at any time.

Security Requirements: All employees will comply with all security requirements, procedures and regulations set forth by the United States Government. All contractor employees shall carry contractor photo identification at all times. Contractor employees shall comply with any base security measures implemented at all times. These include, but are not limited to, vehicle and goods searches and identification checks during times of increased security and abide by all security regulations set forth by the United States Government.

The contractor shall provide at least one employee eligible to obtain access to the Government unclassified automated information systems. Said employee(s) with access to the system are in a non-sensitive (public trust), Automated Information Systems III (formally ADP III) positions IAW DoD Directive 5200.2-R. In compliance with DoD Directive 5200.2 al Id AF 3150I, a National Agency Check with Inquiries (NACI) is required for all AIS III positions.

## **ARTICLE 5: NO STRIKE - NO LOCKOUT**

Section 1: During the life of this Agreement the Union and the employees covered under this Agreement will not collectively or individually authorize and/ or participate in any strike of any kind, or any boycott, work stoppage, slow-downs, or any other type of organized interference, coercive or otherwise, with the Employer's business during the term of this Agreement.

Section 2: During the life of this Agreement, the Employer agrees that it will not lock out any of the employees covered under this Agreement.

Section 3: In the event of any violation of Section I of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct.

## **ARTICLE 6: SENIORITY**

Section 1: The Employer recognizes an employee's seniority, which will be based on the whole span of continuous service with previous, present and succeeding Employers/ Contractors at McConnell Air Force Base in Wichita, Kansas, according to the Employer's and the Union's records.

Section 2: Seniority may be considered as an important factor in the event of any changes to shift assignments, transfers, promotions, demotions, lay-offs and recalls after lay-off within the unit. It is understood, however, that in making all of the foregoing decisions the Employer will first and foremost consider whether an employee is eligible for purposes of the Ability One Program, secondly the employee's past performance, efficiency, qualifications and capabilities and provided that when these factors are equal, the employee's seniority will prevail.

Section 3: No employee will acquire any seniority rights until he/she has been continuously employed by the present Employer for a period of ninety (90) calendar days. After the 90 days, the employee's seniority shall reflect their first day of work.

Section 4: A break in seniority and/or termination will occur in the following events if an employee

- (a) Resigns
- (b) Is discharged for just cause.
- (c) Takes an unauthorized leave of absence.
- (d) Is laid off for more than six (6) consecutive months.
- (e) Is barred from the facility by the government/customer's written order refuses recall.

Section 5: Upon written request from the Union Representative the Employer will provide the Union semiannually with the most recent employee seniority list. The Union in turn will verify the employee seniority list for accuracy and acknowledge such to the Employer no later than thirty (30) days after receipt of the list. If the Union does not verify the information within 30 days of receipt of the seniority list provided by the Employer, then the Employer information will be deemed to be accurate and operative for all purposes.

Section 6: The Employer will furnish to the Union a list reflecting the names of new hires, rehires and terminated employees, their classification, date of hire or termination/ lay-off dates. This report will be included in the monthly Union dues payment remt sent to the Union.

Section 7: Employees hired on the same day will be deemed to have equal seniority.

Section 8: Part Time employees are not eligible for any contractual seniority rights as specified.

## **ARTICLE 7: INTRODUCTORY PERIOD EMPLOYEES**

Section 1: Newly hired employees covered under this Agreement will be on an introductory period for the first ninety (90) days of employment. During this introductory period said employees will receive the benefits and rates of pay provided in Schedule A but will not be entitled to any other benefit such as grievance and arbitration under this Agreement.

Section 2: During the introductory period employees covered under this Agreement shall be subject to layoff, discipline and/or discharge for any reason considered justifiable by the Employer or for no reason at all without recourse to the grievance procedure. Any employee so dismissed will not have a right to invoke the arbitration procedure of this Agreement.

Section 3: Upon completion of the ninety (90) day introductory period, employees will be placed on the seniority list as of the first date of employment. Once placed on the seniority list, the employees will be entitled to all benefits provided under this Agreement, including lay-off and rehire after lay-off.

## **ARTICLE 8: EMPLOYMENT VACANCIES FOR BARGAINING UNION CLASSIFICATIONS**

Section 1: Should the Employer determine the need to fill a new or existing job vacancy within the bargaining unit, the Employer will post the notice of vacancy or job opening on the employee bulletin board for a period of not less than five (5) working days. Any employee interested in applying for the vacancies must submit a written request of interest to the on-site Project Manager and follow the application instructions on the vacancy form within the five (5) working day period. The notice of vacancy will contain, at a minimum, the following information:

- (a) Date the notice is posted
- (b) Date and time of notice removal
- (c) Classification/ Job Title to be filled
- (d) Position specifications, experience and minimum requirements
- (e) Rate of pay
- (f) Effective date the position is to be filled

Section 2: The Employer will award the position taking into consideration the following:

- (a) First and foremost, the applicant's eligibility for the Ability One Program
- (b) Qualifications and related experience
- (c) Previous trainings related to vacancy
- (d) Ability and willingness to perform the work required
- (e) Seniority

If two or more employees bidding for the vacant position are essentially equal with respect to all the above criteria indicated in numbers one through four above, then the most senior employee will be awarded the position.

Section 3: The Employer retains the right to utilize external sources to staff the vacant positions when qualified Ability One Program eligible individuals do not respond during the five-day posting period or do not meet the required job qualifications prior to extending an offer to a non-Ability One Program eligible bargaining union senior employee as per Article 4: Rights of Management Section 2.

Section 4: Restrictions on Bidding: An employee who is awarded a job for which he bid must accept it provided the award is made within five (5) workdays of the effective start date that the vacancy is scheduled to be filled; otherwise the employee will have the option to withdraw his bid. If the bidding employee's current job classification was in the same labor grade as, or a higher paid labor grade than the posted job being awarded, the employee will not be allowed to bid for another job vacancy for a period of six (6) months after being awarded the job, unless agreed upon by both parties.

Section 5: Disqualification of Bidder: An employee who is unable to perform the job to which he bid to the satisfaction of the Employer within thirty (30) calendar days after being awarded the job shall be returned to the job classification and labor grade, he held at the time of submitting the bid. The employee will be provided the reasons for such disqualification.

## **ARTICLE 9: WAGES, BENEFITS AND HEALTH AND WELFARE**

Section 1: The Wages and Benefits including Health and Welfare rates, which will be effective during the term of this Agreement, are set forth in Schedule "A".

Section 2: Employees shall have the option to Opt-Out of their Health and Welfare and choose to receive Cash-in-Lieu (CIL) instead of contributing their H&W to the company 401K.

Section 3: Sick leave is provided to cover incidence of personal or immediate family illness. Sick leave may be accrued as identified in Schedule A and paid at the employee's regular rate of pay. An employee must earn sick leave prior to taking time off. Sick leave may be taken in increments of no less than one (1) hour. The maximum accrual and carry over of paid sick leave are 56 hours at any point in time.

## **ARTICLE 10: HOURS OF WORK AND OVERTIME**

Section 1: The provisions of this Article are intended only to define the normal hours of work and provide a basis for determining the number of hours of work for which an employee will be entitled to be paid at straight time rates. Nothing in this Agreement will be construed as a guarantee for any specific number of hours of work either per day, week or per year, or as limiting the right of the Employer to determine and fix work schedules and to require such employees to work any specified number of hours either per day, week or per year.

Section 2: The regular workweek shall begin Sunday 12:01 midnight through Saturday 12:00 midnight. Determination of starting time and hours of work shall be made by the Employer and such schedules may be altered from time to time to suit varying conditions of the business or in order to meet Air Force requirements communicated to the Employer.

Section 3: Overtime: The rate of one and one-half times (1½) the regular straight time hourly rate of pay will be paid for all authorized hours of work performed in excess of forty (40) hours in the employee's assigned regular workweek defined in Section 2. Overtime will apply to "Hours Worked" only.

The allowance of overtime payment on any hour eliminates that hour from consideration for overtime on any other basis. There shall be no pyramiding of premium or overtime pay and nothing in this Agreement shall be considered to require the payment of premium or overtime pay more than once for the same hours worked.

In order to meet the operational or maintenance needs of the Employer, or in case of an emergency, employees may be required to work overtime with minimal advisement time. Employees workweek may be altered in order to meet Air Force requirements passed onto the Employer.

The Employer will make every reasonable effort to distribute overtime opportunities as equally as practicable among employees (taking into consideration the work hour requirements of the Ability One Program first) in their respective job classifications within a reasonable period.

Section 4: Employees will be allowed to be in the work area ten (10) minutes prior to start of shift but will not clock in until five (5) minutes prior to starting time. Employees are required to leave the premises immediately after clocking out.

Section 5: The Employer utilizes the HRIS time tracking system and/or the use of company mobile phones as its time tracking system to capture and record all non-exempt employee time records and all hourly paid supplemental

position time. The HRIS time tracking system/ company mobile phones electronic time keeping system and associated work records are the official basis for recording hours worked for all hourly paid employees of the Employer. This includes, but is not limited to, all non-exempt employees and all employees paid on an hourly supplemental position or contract. It is every employee's responsibility to clock in and out using one of the Employer approved systems. In order to ensure consistency of treatment for hourly paid employees, the data recorded in the HRIS time tracking system will be considered the "official" record of the workday for these positions. Any dispute over actual hours worked or attendance will be resolved by referring the HRIS time and attendance records.

Section 6: An employee who is scheduled and reports for work at the scheduled time without having been notified not to so report, shall be given two (2) hours work of any type which is available, or if no such work is available, he shall be given two (2) hours pay at this applicable rate; provided, however, that if work is not available as a result of circumstances beyond the control of the management, the employer shall note so obliged.

An employee who is called and reports back for work after he has completed his regularly assigned shift and departed from the premises shall receive a minimum or two (2) hours pay at his applicable rate.

## **ARTICLE 11: VACATIONS**

Section 1: An employee's vacation eligibility date will be the date of last hire by the Employer or predecessor contactor when and if service was continuous or the most recent rehire date following a termination.

Section 2: The Employer will have the exclusive right to fix and determine the vacation schedule; however, whenever practicable the Employer will give consideration to the wishes of, and in the event of competing requests, the seniority of employees before scheduling vacation; but such schedule will necessarily be governed by the operating requirements of the contract.

Section 3: Vacation will be compensated for at the Employee's regular hourly rate of pay and will be calculated on the basis of an annual average of regular hours worked for the preceding twelve (12) months of work.

Section 4: Payment of vacation time will be made to each employee entitled thereto on his last regular payday after the commencement of his vacation or on the regular payday cycle. No payment will be made for vacation earned and not taken.

Section 5: Both employees may not be on vacation at the same time. Vacation time will not carry over or accumulate from year to year. It must be taken during the year that the employee has earned vacation eligibility. Vacation time will be earned on an employee's date of hire anniversary with the Employer.

Section 6: Scheduling: During the month of January employees will schedule vacation time in accordance with the sections mentioned above. Vacation time not scheduled during this month should be subject to availability of such available time and must be approved by Management. The Employer reserves the right to approve or deny vacation request based on business operations. Vacation requests will be approved based on seniority.

Section 7: The employee may take his/her vacation time in more than one segment at his/her request provided that it is in increments of a minimum of one (1) week and a maximum of two (2) weeks at a time for those employees with more than two weeks' vacation earned and vested.

Section 8: Terminating employees will be paid for all unused earned and vested vacation at time of separation. However, employees must have met one (1) full year of employment to be eligible.

## **ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1: A "grievance" will be defined as any dispute or difference between the Employer and the Union (and/or a member of the bargaining unit) with respect to the interpretation or performance of, or the rights of the parties under this Agreement. Both parties agree to use their best efforts, including informal meetings involving management, designated leads, Shop Steward, and the grievant to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. A grievance must be raised by an employee (or by the Union, on the employee's behalf) within ten (10) working days of the event or omission of which the employee is complaining.

- (a) If any grievance arises, it will be resolved in accordance with the procedures set forth in this Article. The parties recognize that the time limits set forth in this Agreement are jurisdictional and may be extended only upon the mutual written consent of both parties.
- (b) If an employee alleges that he is aggrieved:

STEP 1: If a grievable matter arises that cannot be informally resolved using best efforts in Section I, the Union shall promptly submit the grievance in writing to the Human Resource Director of the Employer (the " HR Director") within five (5) working days of the event or omission of which the employee is complaining. For purposes of service, the Employer and the Union will use the addresses listed in Article 25 of this Agreement or electronically via email Read Receipt Requested. A Business Agent of the Union and the HR Director will meet either in person or by phone conference to discuss the grievance within five (5) working days from receipt of grievance by the Employer. At either party's option, the aggrieved employee, the Union Steward, and/or the aggrieved employee's supervisor may also be asked to attend the meeting. Within ten (10) working days following the conclusion of this conference, the HR Director will submit a written reply to the grievance to the Business Agent by Certified Mail Return Receipt Requested or electronically via email Read Receipt Requested.

STEP 2: If the matter is not resolved to the Union's satisfaction in Step 1, the Union may submit the grievance in writing to the Employer's President (the "President"), with a copy to the HR Director within ten (10) working days following the conclusion of Step 1. For purposes of service upon the President, the parties will use the addresses listed in Article 25 of this Agreement or electronically via email Read Receipt Requested; however, the Employer herewith agrees that timely service of a Step 2 grievance upon the HR Director will constitute timely service upon the President. Within ten (10) working days following the Employer's receipt of the Step 2 grievance, the President or his/her designee will meet with a Business Agent of the Union or his designee and the Union Steward to discuss the grievance; where appropriate, the aggrieved employee and/or his/her supervisor may also be invited to participate in the meeting. Within five (5) working days following the conclusion of that conference, the President will submit a written response to the grievance to the Union representative via Certified Mail - Return Receipt Requested or electronically via email Read Receipt Requested.

STEP 3: If the grievance is not resolved in Step 2, either the Union or the Employer may, within fifteen (15) working days following the date of the President's written response, appeal the grievance to Arbitration. If said notice is not served within the fifteen (15) working day period, it shall be deemed that the grievance has been satisfactorily resolved and the right to arbitrate waived.

In the event of Arbitration, the party invoking the Arbitration will request that the Federal Mediation and Conciliation Service ("FMCS") submit a list of at least five and no more than seven arbitrators. Upon receipt of the list of arbitrators, each party, beginning with the party which requested arbitration, will alternate in striking a name from the list until only one name remains.

- (c) If the appropriate Employer representative fails to serve a timely response at either Step 1 or Step 2, the grievance will, for purposes of calculation of the time limits set forth above, be deemed to have been denied in its entirety on the last day the Employer's response could have been timely served.
- (d) If the appropriate Union representative fails to serve a timely response at either Step 1, Step 2 or Step 3, the grievance will, for purposes of calculation of the time limits set forth above, be deemed

to have been resigned in its entirety on the last day the Union's response could have been timely served.

- (e) Regardless of whether it is the Union as an entity as opposed to an individual aggrieved employee that is the grievant, the grievance will be timely only if it is submitted within ten (10) working days after the event or omission complained of.
- (f) For the purposes of Article 11 only, working days will be defined as Monday through Friday (excluding federal holidays listed in Addendum A herein, If any deadline under these Sections (for either the Union or the Employer) falls on a holiday recognized by the United States Postal Service, the deadline will be extended to the first day which is not such a holiday.

Section 3:

- (a) The neutral arbitrator to whom any grievance will be submitted in accordance with the provisions of Article 11 will have the authority to interpret the Agreement, to make findings of fact based upon the evidence submitted at the arbitration proceeding, and to apply the contractual provisions to said facts. The jurisdiction of an arbitrator selected under Article 11 Section 2 (b) STEP 3 is limited in that the arbitrator has no authority to add to, subtract from, disregard, amend, or otherwise change or in any way modify the provisions of this CBA, and will limit the decision strictly to the language of this Agreement.
- (b) At any arbitration hearing under Article 11, if both parties involved agree to utilize the services of a court reporter, the expenses and fees incurred (including the cost of providing a copy of the record to the arbitrator) will be borne equally by the Employer and the Union. If only one party desires to utilize the services of a court reporter, it may do so, and that party will pay all of the court reporter's fees and expenses, and provide a copy of the record to the arbitrator; provided, however, that neither the paying party, the arbitrator, nor the court reporter will make a copy of the record available to the non-paying party.
- (c) The compensation and costs required to be paid to the arbitrator and arbitration service will be borne equally by the Union and the Employer.

Section 4: If a union steward is needed to work a complaint or safety issue, he/she may do so for up to 30 minutes while remaining on the clock. If the investigation runs over 30 minutes the Union Steward shall clock out and complete their duties.

Section 5: The decision of the arbitrator, if rendered in accordance with the provisions of Article 11 Section 3, will be final and binding upon the Union, all bargaining unit employees, and the Employer.

Section 6: If an arbitration decision results in an award of any wages (such as back pay) to a bargaining unit employee, the Employer will be obligated to make such payment no later than the regular scheduled payday falling on or immediately after the expiration of 28 days following the parties' receipt of the arbitration award. Any monetary award issued by an Arbitrator not paid in a timely manner as required by this Section 6 will begin to accrue interest at the rate of one percent (1%) per annual and continue until the award is paid in full. The Employer's obligation under this Section 6 will be waived if the Employer's failure to make a timely payment is due to the fact that the employee moved and did not provide an accurate forwarding address in writing to the Employer.

Section 7: The procedures set forth in the grievance and arbitration procedure of Article 11 (b) STEP 1 through STEP 3 may be invoked only by the authorized Union representative or the Employer.

Section 8: The Employer and the Union recognize that the grievance procedure specified in Article 11 may not accommodate in all cases the needs of employees with severe mental or physical disabilities. Therefore, the Employer and the Union may, by mutual agreement, provide an alternative method for resolving a grievance as a reasonable accommodation to an employee with a severe disability where the existing grievance procedure is inappropriate or presents improper barriers to a severely disabled individual.

Section 9: The grievance procedure may not be invoked for any incidents involving drug and/or substance use and/or abuse.

## **ARTICLE 13: HEALTH AND SAFETY**

Section 1: The Employer and the Union will cooperate to promote employee safety and accident prevention in and around all operations and premises.

Section 2: The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is the mutual agreement of both parties to protect the health and safety of employees and to promote a productive workplace, protect the reputation of the Employer, the Union and the employees. Consistent with these goals, the Employer prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Employer and/or government/ customer premises and/or while operating equipment and vehicles. Any violation of this policy will result in immediate termination of employment.

Section 3: The Employer will provide, at no cost to the employee, Personal Protective Equipment (PPE) to employees working in job sites that require the use of PPE.

Section 4: The Employer will provide up to eighty-five (\$85) dollars per year towards the purchase of approved safety shoes where such shoes are mandatory due to regulatory compliance or Employer directive.

Section 5: The Employer will maintain safe, sanitary and healthful conditions and will provide first aid equipment for employees in case of accident, injury or illness.

Section 6: Every employee will be responsible for maintaining his place of work in a clean and orderly condition. All employees are required to observe safety rules and regulations established by the Employer to include McConnell AFB regulations and any/all Federal and State laws and regulations including the use of prescribed safety equipment to clothing.

Section 7: As a condition of continued employment, all employees are required to conform to all current work rules and regulations or those that may be issued and / or updated at the Employer's discretion pertaining to the operations, health and safety of the employee and/ or worksite.

Section 8: It is the Employer's policy to mandate an employee be tested for alcohol/ drug use during any on-the-job incident, accident or injury. The Employer abides by and complies with any and all Federal and State laws and regulations.

## **ARTICLE 14: LEAVE OF ABSENCE**

Section 1: In accordance with the Family and Medical Leave Act of 1994 (FMLA), as amended, unpaid personal leave of absence will be granted for up to twelve (12) weeks for the birth of a child, and/or to care for such child; for the placement of a child for adoption or foster care; to care for the employee's seriously ill spouse, child or parent; or because of a serious health condition that makes the employee unable to perform his or her essential job functions; and up to twenty-six (26) weeks for a family member (spouse, son, (daughter or parent) being on or having been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. Employees must meet the eligibility requirements contained in the FMLA, and any paid or unpaid leave will be offset against the above twelve (12) or twenty-six (26) weeks.

Section 2: All Leave of Absence including FMLA leave must be submitted by the employee in writing to the Employer thirty (30) days prior to his/her intent to commence leave, or in case of emergency, as soon as practicable. The Employer may request a medical certification for FMLA taken to care for a spouse, child or parent who has a serious health condition or for a serious health condition of the employee. The Employer may, at its discretion, require a second or third opinion paid by the Employer and a certification of fitness to return to work.

Section 3: Failure to Return to Work from Leave of Absence: Failure to return from a leave of absence on the first scheduled workday following the expiration date of any type of leave will result in termination of the employee except in extenuating circumstances involving reasons acceptable and approved by the Employer.

Section 4: Short Term Military Annual Leave: Employees ordered to active duty for annual training with the National Guard or organized military reserve units shall be granted a leave of absence not to exceed a maximum of ten (10) working days each fiscal year, provided the employee furnishes the Employer a copy of their military orders at the time the leave is requested. Such leave of absence shall be referred to as military leave. Employees will be paid the difference between their regular base pay and their military pay provided a Leave and Earnings statement is submitted.

## **ARTICLE 15: VISITATION RIGHTS**

Section 1: Officers of the Union will have the privilege of visiting members of the Union during working hours after notification to the Employer's Project Manager has been made with at least four (4) hours in advance of the visit. In accordance with these visitation rights, the Union agrees not to interfere with the day-to-day operations at the job sites visited.

Section 2: The Employer, if it desires, may have a Company representative accompany the Union Business Representative during the visit to the operations.

Section 3: All visits are subject to applicable government laws and regulations governing visitors to the facility. The Union is solely responsible to obtain clearance and permission from any/all governmental facilities to enter any governmental facility served by the Employer under this Agreement.

## **ARTICLE 16: SAVING CLAUSE**

Section 1: Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or opinion of Competent Jurisdiction, such invalidation of any part or provision of this Agreement will not invalidate the remaining portions hereof, and they will remain in full force and effect.

Section 2: If there is any conflict between the terms and conditions of this Agreement and any other Employer policy or Employee Handbook, the terms and conditions of this Agreement will prevail. Employer policy, procedure, rule or regulation not specifically addressed herein will be applicable to all employees covered under this Agreement in addition to the terms and conditions of this Agreement.

## **ARTICLE 17: BULLETIN BOARDS**

Section 1: The Employer agrees to provide the Union with a bulletin board for the posting of legitimate Union notices. Legitimate Union notices consist of materials concerning Union meetings, Union elections, results of Union elections etc., which the Union Representative has authorized will be posted. Any other materials outside of listed legitimate Union notices/ material will be submitted to the HR Director, or his/her designee, for review and approval prior to posting.

## **ARTICLE 18: NO DISCRIMINATION**

Section 1: The Employer and the Union agree separately and jointly to abide by all State and Federal laws, including but not limited to those laws related to equal employment opportunity. Furthermore, both parties agree that there will be no discrimination against any present or future employee, or against any applicant for employment, by reason of race, color, age, disability of any individual in accordance with applicable law, national origin, sex, veteran's status or as a veteran of the Vietnam era.

Section 2: The Employer and the Union understand and agree, however, that it is not discriminatory under this Agreement for the Employer as an Ability One Program federal contractor to confer a preference for applicants and employees who are Ability One Program-qualified for purposes of decisions by the Employer as to who to hire, promote, lay off, or recall, or in the assignment of hours and schedules.

## **ARTICLE 19: ASSIGNMENT OF SHOP STEWARD**

Section 1: The Union may select one (1) employee of the Employer to act as Shop Steward and one (1) alternate Shop Steward to represent Bargaining Unit employees. The alternate Shop Steward shall only act in the absence of the Shop Steward

- (a) The Union will provide in writing on Union letterhead the name of the acting Shop Steward to the Project Manager and the Employer within thirty (30) days of the signing of this Agreement.
- (b) The Shop Steward will obtain permission from his respective supervisor prior to leaving his work assignments to handle grievances and report back to his supervisor upon return.
- (c) If a union steward is needed to work a complaint or safety issue, he/she may do so for up to 30 minutes while remaining on the clock. If the investigation will run over 30 minutes the Union Steward will clock out and complete their duties.

## **ARTICLE 20: UNIFORMS**

Section 1: The Employer will provide ten (10) sets of uniform shirts and one (1) light jacket to employees upon request. In addition, the Employer will provide one (1) jacket with a winter liner or one (1) pair of insulated coveralls to employees upon request at no cost to all employees.

Section 2: All employees will adhere to dress standards set by the contracting activity; employees not wearing appropriate uniform or personal protective equipment will not be allowed to perform work and time spent at the work site out of uniform or without PPE will not be considered as time worked for pay or overtime purposes.

## **ARTICLE 21: NEUTRALITY**

Section 1: The Employer agrees to remain neutral during organizing campaigns in which Local Lodge 708 or District 70 becomes involved at any site where employees of TRDI are employed covered under this Agreement.

## **ARTICLE 22: PHYSICAL EXAMINATION**

Section 1: To the extent required by the Contracting Agency, the Employer may require an employee to undergo a physical or mental examination on an initial and thereafter periodic basis. If necessary, the Employer will have the right to select the examining physician or appropriate healthcare professional, request the physician or appropriate healthcare professional to conduct specific required tests, and to receive a written report from the physician or appropriate healthcare professional as to the findings of the examination. Such reports will be considered and treated in a confidential manner according to the Health Insurance Profitability and Accountability Act (HIPAA) by the Employer.

Section 2: The Employer agrees to use its best efforts to identify and to provide a list of healthcare providers who are available to provide free or subsidized physical or mental examinations to employees covered under this Agreement. The company will pay all cost of such examinations. Health Examinations required by the Employer shall occur during the employee's regularly scheduled work hours.

## **ARTICLE 23: DISCHARGE OR SUSPENSION**

Section 1: Employee Misconduct: If an employee is barred from the base, by the customer, the employee may be terminated without recourse to the grievance or arbitration procedures.

Section 2: An employee may be subject to immediate discharge for, but not limited to, the following: (This list is not all inclusive but will serve as examples of cause for immediate discharge of an employee.)

- (a) Dishonesty, which includes misuse of timecards, time clock, or time sheets.
- (b) Intoxication during working hours.
- (c) Use, possession and/or distribution of drugs or alcohol, or being under the influence of drugs or alcohol during working hours and/or while operating Employer or government equipment.
- (d) Fighting while on the premises.
- (e) Deliberate Employer or government property or equipment damage or other such gross misconduct.
- (f) Not reporting to work, or over-staying an authorized leave of absence, without notifying the Employer for three (3) consecutive workdays.
- (g) Any false statement made on the application for employment or to the medical examiner with the intent to deceive.
- (h) Unauthorized possession of firearm or explosives within Employer or government property, facilities or vehicles.
- (i) Employees restricted by the Government from entering the Government installation or facility where the Employee is assigned to work.
- (j) Sleeping on the job
- (k) Failure to perform duties as directed or instructed- insubordination.
- (l) Three (3) unexcused absences in a month or excessive tardiness in a month.
- (m) Assisting or permitting anyone who does not have proper clearance or permission to access any Employer or government facility served by the Employer under this Agreement.
- (n) Failure to maintain security clearance as required by the Contracting Agency.
- (o) Violation of the TRDI Preventing Harassment in the Workplace Policy

Section 3: The Employer will not discharge any non-probationary employee without just cause. With respect to any such discharge, the Employer will give one copy of the warning notice to the employee of any complaint against such employee, in writing, and a copy of the same to the District Business Representative. Warning notices will become null and void upon reaching twelve (12) months from date of issuance.

Section 4: The following will constitute the Employer's rules and regulations which the employees will be required to follow:

- (1) Gambling, including games of chance, operating of pools, lotteries, etc, within the Employer or government facilities, will not be permitted. "Within facilities" includes the grounds portion of any facility and/or Employer/ Government vehicles.
- (2) Immoral conduct or indecency on Employer or government premises will not be permitted. It is understood that under certain circumstances progressive discipline steps may be omitted. This would only be in serious cases.
- (3) Insubordination or refusal or intentional failure to perform assignment and/or failure to respond to emergency response procedure after duty hours. It is understood that under certain circumstances progressive discipline steps may be omitted. This would only be in serious cases.

- (4) Vending, soliciting or collecting contributions for any purpose whatsoever, at any time on the Employer or government premises, unless authorized in writing by the Employer's HR Director.
- (5) Three (3) unexcused absences or three (3) unexcused tardiness per month and/ or abuse of sick leave, will not be permitted.
- (6) Failure to perform work assigned to Employer/ Government quality standards.
- (8) Failure to report to workstation or place of work after punching in on time clock or signing in or failure to leave work premises after punching out on time clock.
- (9) Failure to report for work after release by a doctor or physician including any workers' compensation injury or illness.
- (10) Employees will not wash up or change clothes until their equipment is cleaned and stored.
- (11) Employees will not leave the premises before the end of their workday.
- (12) Creating or contributing to unsafe working conditions or harassment in the workplace will not be permitted.
- (13) Smoking and/or drinking soda, coffee or any other beverage in unauthorized areas on, Employer time will not be permitted
- (14) Sleeping on the job will not be permitted.
- (15) The use of abusive language and/ or harassment to Supervisor, fellow employees, or customers will not be permitted. Any violation of the TRDI Preventing Harassment in the Workplace Policy will not be tolerated. It is understood that under certain circumstances progressive discipline steps may be omitted. This would only be in serious cases.

Section 5: Employees found guilty of violating the Employer's rules and regulations may be suspended without pay or discharged in the following manner:

- (1) First Offense: Written warning and counseling
- (2) Second Offense: One (1) day suspension
- (3) Third Offense: Dismissal/discharge or three (3) day suspension without pay, at the Employer's discretion.
- (4) Fourth Offense: Dismissal/discharge or five (5) day suspension without pay, at the Employer's discretion.

Section 6: Discharge or suspension must be by proper written notice to the employee, with a copy mailed or delivered to the Shop Steward and a copy mailed or delivered electronically to the local office of the Union. Warning notices of complaints against an employee need not be for similar or same reasons for dismissal/ discharge action taken by the Employer.

## **ARTICLE 24: MISCELLANEOUS**

Section 1: Lead Position: The decision to create a lead position shall be at the sole discretion of the Employer, and such rights shall not be subject to the grievance procedure. When a lead position is created the employee most qualified shall be designated the lead. If there are two or more employees qualified, the most senior qualified employee shall be designated the lead. Management has the right to assign additional responsibilities to the employee selected over and above their current job responsibilities with the exception of the following: recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to the employees.

An employee so assigned in writing by the Employer will be provided a minimum of eight (8) hours and shall be paid a premium of \$1.00 per hour above his/her base rate.

## **ARTICLE 25: DURATION**

This Agreement will be in full force and effect from 12:01 a.m. April 1st, **2024**, to 12:00 midnight March 31, **2027**, unless Written notice of desire to modify or terminate the Agreement is served by either party upon the other sixty (60) days prior to the date of expiration. Should the parties ever fail to agree to renewal terms and conditions of this Agreement; wages and benefits shall revert to the then current Area Wage Determination issued by the Department of Labor.

IN WITNESS WHEREOF, the parties here have executed this Agreement on the 31<sup>st</sup> day of March **2024**.

## **ARTICLE 26: ADDRESSES OF THE EMPLOYER AND UNION FOR SERVICE**

Employer:

Training, Rehabilitation & Development Institute, Inc.  
425 Soledad St. Suite 800  
San Antonio, Texas 78205

Union:

International Association of Machinists and Aerospace Workers  
District Lodge 70, Local Lodge **774**  
3830 Meridian Ave.  
Wichita, Kansas 67217

## **ARTICLE27**

### **NO ORAL MODIFICATIONS OF CBA**

There can be no oral amendments or modifications to this Agreement. In order to be effective and enforceable, any amendments or modifications to this Agreement must be made in writing and signed by an authorized representative of both the Union and TRDI.

To The Collective Bargaining Agreement  
 Between the International Association of Machinist and  
 Aerospace Workers, AFL-CIO, District Lodge 70, Local Lodge **774**  
 and  
 Training, Rehabilitation & Development Institute, Inc.  
 At  
 McConnell APB, KS (Furnishings Management Office)

**SCHEDULE A**

ITEM	OASSIFICATION	PRESENT RA	RATE EFFECTIVE		
		04/01/2023	04/01/2024	04/01/2025	04/01/2026
Wages	Warehouse Specialist	\$26.85	<b>\$27.65</b>	<b>\$27.65</b>	<b>\$27.65</b>
	Material Handler	\$21.50	<b>\$21.77</b>	<b>\$21.83</b>	<b>\$21.89</b>
Health/Welfare		\$6.20 per hour, not to exceed 40 hours per week.	<b>\$6.35</b> per hour, not to exceed 40 hours per week.	<b>\$6.35</b> per hour, not to exceed 40 hours per week	<b>\$6.35</b> per hour, not to exceed 40 hours per week
Holidays		10 holidays	10 holidays	10 holidays	10 holidays
Vacation		2 weeks after 1 year 3 weeks after 5 years 4 weeks after 15 years	2 weeks after 1 year 3 weeks after 5 years 4 weeks after 15 years	2 weeks after 1 year 3 weeks after 5 years 4 weeks after 15 years	2 weeks after 1 year 3 weeks after 5 years 4 weeks after 15 years
Sick Leave		1 hour for every 30 hours worked, up to 56 hours per year	1 hour for every 30 hours worked, up to 56 hours per year	1 hour for every 30 hours worked, up to 56 hours per year	1 hour for every 30 hours worked, up to 56 hours per year
Bereavement Leave		Up to 3 days per year, for immediate family	Up to 3 days per year, for immediate family	Up to 3 days per year, for immediate family	Up to 3 days per year, for immediate family
Jury Duty		Up to 3 days per year			

International Association of Machinists  
And Aerospace Workers  
District Lodge 70, Local Lodge 774

Training, Rehabilitation &  
Development Institute, Inc.

Wendy Brooks  
Wendy Brooks, Business Representative

March 18, 2024  
Date

John Rangel  
John Rangel, President/CEO

03/18/2024  
Date