

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**URS FEDERAL SUPPORT SERVICES, INC**

**AND**

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

**AT**

**Gray Army Airfield location, Joint Base Lewis-McChord  
(JBLM), Washington**

**(NLRB Case No. 19-RC-067978)**

**EFFECTIVE AUGUST 3, 2012**

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# TABLE OF CONTENTS

2 Preamble ..... 2

3 Article 1 – Intent and Purpose..... 2

4 Article 2 – Recognition & Bargaining Unit ..... 2

5 Article 3 – Management Rights..... 2

6 Article 4 – Seniority ..... 3

7 Article 5 – Union Security & Dues Check Off ..... 4

8 Article 6 – Union Representative Access ..... 6

9 Article 7 – Shop Stewards..... 6

10 Article 8 – Discharge & Discipline ..... 8

11 Article 9 – Grievance Procedure and Arbitration ..... 8

12 Article 10 – Hours of Work and Overtime..... 10

13 Article 11 – Holidays ..... 12

14 Article 12 – Vacations ..... 12

15 Article 13 – Jury Duty..... 14

16 Article 14 – Death in Family ..... 15

17 Article 15 – Wages and Job Classification ..... 15

18 Article 16 – Field Duty..... 16

19 Article 17 – Health and Welfare ..... 17

20 Article 18 – Pension and 401(k)..... 18

21 Article 19 – Leave of Absence ..... 19

22 Article 20 – No Strikes 9r Lockouts ..... 21

23 Article 21 – Neutrality..... 21

24 Article 22 – Bulletin Boards ..... 21

25 Article 23 – Complete Agreement ..... 21

26 Article 24 – Scope of Agreement ..... 22

27 Article 25 – Non-Discrimination..... 22

28 Article 26 – General Provisions..... 22

29 Article 27 – Training and Apprenticeship ..... 23

30 Article 28 – Joint Safety Committee ..... 23

31 Article 29 – MNPL..... 24

32 Article 30 – Guide Dogs of America ..... 24

33 Article 31 – Machinists Custom Choices..... 24

34 Article 32 – Definitions ..... 25

35 Article 33 – Duration ..... 25

36 Signature Page ..... 26

1  
2  
3  
4  
5  
6  
7  
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9  
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**PREAMBLE**

This Agreement is effective August 3, 2013 by and between URS, hereinafter referred to as the "Company", and District Lodge No. 751 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union" with respect to work performed at Gray Army Airfield location, Joint Base Lewis-McChord (JBLM), Washington.

**ARTICLE 1 - INTENT AND PURPOSE**

In setting forth certain provisions pertaining to wages, hours of work and working conditions, the Company and the Union have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the peaceful settlement of all grievances that may arise under this Agreement. In cases when the Government/customer makes requirements of URS that force policy, procedure or changes in working conditions, URS shall provide those requirements to the Union Business Representative.

**ARTICLE 2 – RECOGNITION AND BARGAINING UNIT**

The Company recognizes the Union certified by the National Labor Relations Board Case No. 19-RC-067978 dated December 22, 2011, as the exclusive bargaining representative of all employees stipulated in the Board’s Certification of Representation as follows. The Bargaining Unit shall consist of all full-time and regular part-time employees employed by the Company at its Gray Army Airfield location, Joint Base Lewis-McChord (JBLM), Washington and TDY teams temporarily assigned out of JBLM.

**ARTICLE 3 – MANAGEMENT RIGHTS**

Except as modified by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (without limiting the generality of the foregoing) its right to establish, revise or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force; to establish, eliminate, change, or combine work schedules, and work assignments, which are not in conflict with the terms of this Agreement; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable policies, procedures, and rules for the purpose of discipline; to suspend, discharge or otherwise discipline employees for cause; and otherwise to take such measure as management may determine to be necessary to the orderly, efficient or economical operation of the business.

It is understood and agreed that any of the powers and authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified, delegated or granted by this Agreement. All matters which are not specifically covered by this Agreement are solely functions and responsibilities of management.

1 **ARTICLE 4 – SENIORITY**

2 **Section 1.** Seniority of an employee is the length of his/her continuous service  
3 within the bargaining unit including time spent with predecessor companies under  
4 this contract located at Gray Army Airfield location, Joint Base Lewis-McChord  
5 (JBLM), Washington and any Temporary Duty (TDY) assignments. An employee  
6 shall hold seniority in the job classification as listed in Article 16 of this  
7 Agreement to which he/she has been assigned.

8 a. It is understood that seniority, defined in Article 4, Section 1, shall govern  
9 in the filling of vacancies within job classifications. When vacancies occur  
10 in any job classification covered by the Agreement, the Company shall  
11 post notice of such vacancies for a period of five (5) work days. The  
12 Company will also notify those employees on Temporary Duty (TDY) via  
13 the lead for posting at that location. Said notice shall contain a list of  
14 qualifications that applicants must possess. The Company shall fill  
15 openings with the most senior qualified employee within the bargaining  
16 unit that has applied for the position through the Company’s online  
17 electronic applicant tracking system prior to hiring outside applicants.  
18 TDY job assignment opportunities are not vacancies and shall be  
19 administered in accordance with Article 17, Section 3.

20 b. Job opening notices shall be posted on a board next to the Shop Steward  
21 bulletin boards.

22 **Section 2.** In cases of layoff, the employee with the least seniority in the affected  
23 job classification shall be laid off first. Employees selected for layoff may elect to  
24 bump into lower rated classifications for which they’re qualified to perform. The  
25 employee will inform the Company of his/her election to bump within five (5)  
26 business days following his/her notice of layoff. In recall back to work, the  
27 employee with the most seniority qualified to perform in the open job  
28 classification shall be recalled first.

29 **Section 3.** For the purpose of recall, the Company shall designate by  
30 classification the number of positions within each division to be restored.  
31 Employees bumped during previous layoffs will be offered right of first refusal for  
32 restored positions for which they are qualified on the basis of seniority.  
33 Employees who decline such offers will have no further recall rights to previous  
34 positions. Restored positions occurring after such procedure shall be filled by the  
35 most senior employee on layoff possessing the required skills and abilities of the  
36 restored position.

37 **Section 4.** Notification of openings for recall shall be given by the Company by  
38 certified mail to the last mailing address furnished by the employee. A copy of  
39 such notice shall also be sent to the Union. In order to preserve their recall rights,  
40 employees must notify the Company of their intent to return to work within three  
41 (3) working days of receipt of delivery of the recall notice and must report to work  
42 within eighteen (18) calendar days after employee’s receipt of the notice of recall.  
43 If the employee does not respond as required by this Section, the next senior  
44 employee may be recalled and the notified employee will be removed from the

1 recall list. Nothing in this section will preclude the Company from making direct  
2 contact with the employee by phone and/or the employee returning as soon as  
3 possible. Specific return dates will be determined by the Company.

4 **Section 5.** Failure of the employee to keep the Company advised in writing of  
5 his/her current correct address shall relieve the Company of all obligations  
6 indicated in Article 4, Section 3 and Section 4 above.

7 **Section 6.** In the event of a reduction in the workforce the Company, when  
8 possible, shall notify the Union in writing at least fourteen (14) days prior to the  
9 reduction. Such notice shall include the job classification(s) affected and the  
10 names of employees to be reduced. If URS is notified by the customer to reduce  
11 personnel with less than fourteen (14) days' notice, URS shall notify the Union  
12 immediately.

13 **Section 7.** An employee shall lose his/her seniority for the following reasons:

- 14 (a) Resignation.
- 15 (b) Discharge for just cause.
- 16 (c) Layoff in excess eighteen (18) months.
- 17 (d) Failure to return to work at the expiration of a leave of absence.
- 18 (e) Failure to return to work within eighteen (18) calendar days after the  
19 receipt of the notice of being recalled from layoff unless excused by the  
20 Company.
- 21 (f) Job abandonment or voluntary quit.

22 **Section 8.** Each new employee shall serve a probation period of ninety (90)  
23 days. If during the ninety (90)-day period it is found that the new employee is not  
24 suitable for the job, his/her employment may be terminated at the Company's  
25 sole discretion, without recourse.

## 26 **ARTICLE 5 – UNION SECURITY AND DUES CHECK-OFF**

27 **Section 1. Union Payroll Deduction.** It is agreed between the Company and  
28 the Union that any employee in the bargaining unit defined in Article 2 of this  
29 Agreement, who is or may hereafter become a member of the Union, or pays an  
30 agency fee, may authorize the collection of Union dues or agency fees by the  
31 signing of a payroll deduction form. The employee's authorization shall be  
32 irrevocable for a period of one (1) year from the date they are signed or until this  
33 Agreement expires whichever occurs sooner, irrespective of their membership  
34 status in the Union.

- 35 (a) This authorization and assignment shall continue in full force and effect for  
36 yearly periods beyond the irrevocable period set forth above, and such  
37 subsequent yearly period shall be similarly irrevocable unless revoked  
38 within ten (10) calendar days but not less than three (3) days prior to the  
39 date of termination of any irrevocable period hereof. Such revocation shall

1 be affected by written notice to the Company, and a copy sent by certified  
2 mail, return receipt requested, to the Union within such ten (10) day period.

3 (b) Collection of any back dues or agency fees owed at the time of starting  
4 deductions for any employee and collection of dues or agency fees missed  
5 because the employee's earnings were not sufficient to cover the payment  
6 of dues for a particular pay period will be the responsibility of the Union and  
7 will not be the subject of payroll deductions.

8 (c) As allowed by law, all employees in the bargaining unit must, as a condition  
9 of continued employment, be either a member of the Union and pay Union  
10 dues or pay an agency fee to the Union, but not both.

11 (d) As allowed by law, all employees within the bargaining unit on the effective  
12 date of this Agreement who are not Union members must, as a condition of  
13 continued employment, pay to the Union while on the active payroll, an  
14 agency fee equal in amount to monthly membership dues, beginning with  
15 the month following the month in which they accumulate thirty (30) days'  
16 continuous service in the bargaining unit since their last date of hire or  
17 rehire. Employees entering the bargaining unit or employees who are  
18 rehired with seniority or transferred with seniority into the bargaining unit  
19 after the effective date of this Agreement who do not become Union  
20 members, or having become but do not remain Union members, must, as a  
21 condition of employment, while on the active payroll, pay such fee to the  
22 Union commencing the month following the month in which they accumulate  
23 thirty (30) days' continuous service in the bargaining unit if such entry is  
24 prior to the fifteenth (15th) day of that month or commencing with the month  
25 following the month of such entry into the bargaining unit if such entry is on  
26 or after the fifteenth (15th) day of that month.

27 (e) As allowed by law, employees who are Union members on the effective  
28 date of the Agreement shall continue to pay membership dues to the Union  
29 as a condition of continued employment while in the bargaining unit and on  
30 the active payroll as long as they remain members of the Union; employees  
31 within the bargaining unit who after the effective date of this Agreement  
32 become members of the Union shall pay, while on the active payroll, an  
33 original initiation fee and membership dues to the Union, as a condition of  
34 continued employment while in the bargaining unit and while remaining a  
35 Union member; provided that in no event shall the initiation fee and  
36 membership dues exceed the amount specified in the Constitution and/or  
37 by-laws of the Union.

38 (f) Any employee required to pay an agency fee, membership dues, or initiation  
39 or reinstatement fee as a condition of continued employment who fails to  
40 tender the agency fee or initiation, reinstatement, or periodic dues uniformly  
41 required, shall be notified in writing of the employee's delinquency. A copy  
42 of such communication shall be mailed to the Company not later than fifteen  
43 (15) days prior to such request that the Company take final action to  
44 terminate employment for failure to satisfy obligation.

1 (g) Deduction of membership dues or agency fees shall be made in a flat sum  
2 provided there is a balance in the paycheck sufficient to cover the amount  
3 after all other deductions authorized by the employee or required by law  
4 have been satisfied. In the event of termination of employment, the  
5 obligation of the Company to collect dues or agency fees shall not extend  
6 beyond the pay period in which the employee's last day of work occurs.

7 (h) The Company shall issue all Union payments such as Union dues, Initiation  
8 Fees, Political Action Contributions, etc. via electronic funds transfer  
9 process only (Direct Deposit). The Union shall ensure the Company has  
10 been provided with a valid Bank Account and Routing number to set up the  
11 process. It will be the responsibility of the Union to submit all changes in  
12 Bank information to the Company immediately.

13 (i) The Company shall issue all reports distributed to the Union electronically.  
14 Accounts will be established for a focal designated by the Union. It will be  
15 the responsibility of the Union to submit all changes in focals to the  
16 Company.

17 **Section 2.** Indemnity. The Union will indemnify and hold the Company harmless  
18 from and against any and all claims, demands, charges, complaints, or suits  
19 instituted against the Company which are based on or arise out of any action  
20 taken by the Company in accordance with or arising out of the foregoing  
21 provisions of this Article 5.

22 **ARTICLE 6 – UNION REPRESENTATIVE ACCESS**

23 **Section 1. Business Representatives/Grand Lodge Representative -**  
24 **Access to Site.** The Business Representative/Grand Lodge Representative of  
25 the Union shall have access to the Company facilities where bargaining unit  
26 employees are normally assigned during working hours for the purpose of  
27 conducting legitimate Union Business pertaining to this Agreement including, but  
28 not limited to, the investigation and advising in the handling of grievances, and  
29 will not interfere with the normal conduct of the Company's operation. The  
30 Company will not impose regulations which will render the intent of this provision  
31 ineffective. The Union shall keep the Company Manager of Human Resources  
32 currently informed in writing of the name of the accredited Business  
33 Representative/Grand Lodge Representative. The necessary badges and  
34 credentials will be given to the Business Representative/Grand Lodge  
35 Representative. All Union representatives shall be subject to customer's rules  
36 and regulations while on site.

37 **ARTICLE 7 – SHOP STEWARDS**

38 **Section 1.** The Company recognizes the right of the Union to designate Shop  
39 Stewards and Alternates from the Company's seniority list. The number of Shop  
40 Stewards shall be a number required by the Union to assure employees in the  
41 unit ready access to a Shop Steward in their assigned work location. It is agreed  
42 this objective can be achieved with not more than eight (8) Shop Stewards on  
43 site at JBLM and one (1) Shop Steward on each TDY in excess of thirty (30)



1 days duration with over fifteen (15) employees, unless modified by mutual  
2 agreement. The authority of the Shop Stewards and Alternates so designated by  
3 the Union shall include the following duties and activities:

4 a. The investigation and presentation of grievances to the Company or the  
5 designated Company representative in accordance with these provisions:

6 1. To consult with an employee regarding a question concerning this  
7 Agreement, complaint, or grievance for which the employee desires a  
8 Shop Steward to be present.

9 2. To investigate a complaint or grievance before presentation to the  
10 appropriate Management personnel.

11 3. To present a question concerning this Agreement, complaint or  
12 grievance to an employee's immediate Manager in an attempt to settle  
13 the matter for the employee or group of employees who may be similarly  
14 affected.

15 4. To meet with the appropriate Site Manager or other designated  
16 representative of the Company when necessary to adjust grievances in  
17 accordance with the grievance procedure of this Agreement.

18 b. The transmission of such messages and information during non-work times  
19 (breaks, lunch, before and after hours), which shall originate with, and are  
20 authorized by the Union or its Officers, provided such message and  
21 information have:

22 1. been reduced to writing, or

23 2. if not reduced to writing, are of routine nature and do not involve work  
24 stoppages, slowdowns, refusals to handle goods, or any other  
25 interference with the Company's business.

26 **Section 2.** Shop Stewards shall be permitted time to investigate, present and  
27 process grievances on the Company property (worksite) without loss of time or  
28 pay during his/her regular working hours. Shop Stewards, however, shall not be  
29 paid by the Company for time spent handling grievances outside of his/her  
30 regular scheduled working hours. Subject to existing security regulations, Shop  
31 Stewards shall have access to the Company's work areas during working hours  
32 for the purpose of investigating grievances or complaints that have arisen or  
33 attending meetings in accordance with the Grievance Procedures. Shop  
34 Stewards must obtain, and will not be unreasonably denied, management's  
35 approval prior to leaving their work area and/or entering another employee's work  
36 area.

37 **Section 3.** New employees hired by the Company, who are to be covered by  
38 this Agreement, shall be introduced to the Shop Steward assigned to represent  
39 the new employee's area of assignment, during the new employees' first week of  
40 employment or during orientation. The Shop Steward shall be allowed  
41 reasonable time not to exceed fifteen (15) minutes, with the new employee,  
42 subject to work requirements, for the purpose of welcoming them, sharing a copy

1 of this Agreement, and explaining the mutual desire for maintaining a positive  
2 relationship between all parties.

### 3 **ARTICLE 8 - DISCHARGE AND DISCIPLINE**

4 **Section 1.** The parties agree that they will cooperate to foster a motivated and  
5 efficient workforce. Maintaining discipline is an essential element of this effort.  
6 The Company will retain the right to discipline employees by discharge,  
7 suspension, or other action. No disciplinary action will be taken without just  
8 cause.

9 **Section 2.** In all cases of dismissal or suspension for just cause, the Site  
10 Supervisor will notify the Shop Steward and meet with him/her. Consistent with  
11 appropriate policies and procedures, the Site Supervisor will advise the Shop  
12 Steward of the reason the action is being taken. The Site Supervisor or the Shop  
13 Steward may request to have the employee(s) present at the meeting, whenever  
14 practical. The Shop Steward will be given time to meet with the employee prior to  
15 meeting the Site Supervisor. The Site Supervisor shall notify the assigned Shop  
16 Steward of all dismissals or suspensions.

17 **Section 3.** All verbal and written notices will not be used for the purpose of  
18 progressive discipline beyond twelve (12) months from the date of issue.  
19 Suspension notices will not be used for the purpose of progressive discipline  
20 beyond eighteen (18) months from the date of issue.

### 21 **ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION**

22 **Section 1.** It is the intent of this Article to establish a means for prompt  
23 adjustment of working problems and personal grievances at the job level by  
24 conference between the Supervisor and the employee involved, provided the  
25 Shop Steward has been given an opportunity to be present. If not resolved at this  
26 informal level, a formal written grievance may be filed. The grievance shall  
27 contain a full statement of the grievance and the facts upon which it is based, the  
28 Section of this Agreement alleged to have been violated and the action, remedy  
29 or adjustment sought. In grievances filed on behalf of individual employees, the  
30 grievance shall be signed, by the affected employee, prior to Step 1 of the  
31 Grievance Procedure. Grievances shall be processed according to the steps and  
32 time limits specified. These time limits may be extended upon written mutual  
33 consent of the parties. No grievances shall be filed or processed based on facts  
34 or events, or omissions within the employee's knowledge which have occurred  
35 more than ten (10) working days before such grievance is filed. Both parties  
36 agree to exert an earnest effort to settle such grievance promptly through the  
37 following steps:

38 **Step 1.** The employee involved shall first confer with his/her Supervisor in  
39 order to amicably settle the matter, provided the Steward has been given an  
40 opportunity to be present. Any and all grievances shall be handled during  
41 normal working hours without any unnecessary interruption of work. If the  
42 dispute is not resolved amicably then the Shop Steward may reduce the  
43 grievance to writing. Within five (5) work days after receipt of grievance the

1 Supervisor shall submit a written answer to the affected employee and Shop  
2 Steward. The Union Business Representative may act on behalf of an  
3 aggrieved employee.

4 **Step 2.** If not settled/resolved at Step 1, the Union Business Representative  
5 may submit the grievance to the Company's Site Supervisor, or designee,  
6 within five (5) working days after receipt of the Supervisor's response. The  
7 Site Supervisor, or designee, and the Union's Business Representative, or  
8 designee, will meet, in person or by telephone conference, within ten (10)  
9 work days and attempt to resolve any grievance. If unable to resolve the  
10 grievance, the Site Supervisor or designee shall submit a written answer to  
11 the Union within twenty (20) work days.

12 **Step 3.** If not settled/resolved at Step 2, the Union Business Representative  
13 may submit the grievance to the Company's Human Resources Director, or  
14 designee, within five (5) working days after receipt of Site Supervisor's  
15 response. The Human Resources Director, or designee, and the Union's  
16 Business Representative, or designee, will meet, in person or by telephone  
17 conference, within ten (10) work days and attempt to resolve any grievance.  
18 If unable to resolve the grievance, the Human Resources Director or  
19 designee shall submit a written answer to the Union within twenty (20) work  
20 days.

21 **Step 4.** The Union's Business Representative may submit, within twenty (20)  
22 work days following the Company's Step 3 answer, written notice to the  
23 Company Human Resources Director of its intent to arbitrate. The Union will  
24 request the Federal Mediation and Conciliation Service to submit an  
25 arbitration panel of seven (7) names to each party. The Union and the  
26 Company shall alternately strike one name from such list (the Company and  
27 Union shall alternate which party shall make the first strike, Company to make  
28 initial strike) until only one name remains and that person shall be the  
29 arbitrator. The Parties will notify the Arbitrator of their selection and will  
30 coordinate schedules between the Company, Arbitrator and Union. The cost  
31 of the Arbitrator will be shared equally among the parties. The Company and  
32 the Union will continue to attempt to resolve the grievance prior to arbitration.

33 **Section 2.** The arguments before the Arbitrator will be oral, written or both. The  
34 Arbitrator shall not have the authority to add to, subtract from, modify, alter or  
35 change any of the terms of this Agreement. The Arbitrator's authority is to  
36 interpret and apply provisions of this Agreement. The Arbitrator shall be bound  
37 entirely by the records presented in the form of evidence presented at the  
38 hearing and the Collective Bargaining Agreement.

39 **Section 3.** The parties may file post-hearing briefs. The Arbitrator shall render  
40 his/her decision within thirty (30) days of the close of the hearing or receipt of the  
41 briefs. The Arbitrator's decision shall be in writing. The award shall be delivered  
42 or mailed to each party. The decision of the Arbitrator shall be final and binding  
43 on all parties.

1 **Section 4.** In cases of cancellation, the party requesting cancellation shall pay all  
2 fees and costs of the Arbitrator. In cases where the cancellation is the result of a  
3 compromise settlement, fees of costs of the Arbitrator shall be shared equally by  
4 the parties. No more than one (1) grievance shall be submitted to the same  
5 Arbitrator, unless mutually agreed to. All time limits shall be strictly adhered to  
6 and may only be extended by mutual agreements of the parties.

7 **Section 5.** The parties will conduct the arbitration cases at a location selected by  
8 the parties.

## 9 **ARTICLE 10 – HOURS OF WORK AND OVERTIME**

10 **Section 1.** No provision of this Agreement shall be considered as a guarantee of  
11 any specified number of hours of work, either per day or per week. Employees  
12 will normally be assigned to a forty (40) hour workweek with designated start/stop  
13 times. When circumstances will not allow employees to work their assigned shift,  
14 employees may have the option to increase hours worked in the workweek to  
15 meet their normally assigned schedule when approved by management and work  
16 is available.

17 **Section 2.** Eight (8) consecutive hours, exclusive of a meal period of a minimum  
18 of thirty (30) minutes, shall constitute a normal work shift.

19 The normal work schedule shall be Monday through Friday. All work schedules  
20 shall have a minimum of two (2) consecutive days off. Employees may be  
21 required to work on the scheduled days off.

22 Employees may be assigned to a four (4) day, forty (40) hour workweek. Such  
23 workweek shall consist of four (4) consecutive work days with three (3)  
24 consecutive days off. Employees may be required to work on the scheduled  
25 days off.

26 **Section 3.** The workweek for payroll purposes shall consist of seven (7)  
27 consecutive calendar days beginning on Friday and running through the following  
28 Thursday.

29 **Section 4.** A shift differential premium shall be paid to employees assigned to  
30 working mid, weekend or night shifts at applicable hourly rates of pay, plus a shift  
31 differential of thirty-five cents (\$0.35) per hour for all hours paid. Effective  
32 September 28, 2012, the amount for shift differential will increase to fifty cents  
33 (\$0.50) per hour for all hours paid. Effective September 27, 2013, shift  
34 differential will increase to sixty cents (\$.60) per hour for all hours paid. Effective  
35 September 26, 2014, shift differential will increase to seventy cents (\$0.70) per  
36 hour for all hours paid.

37 **Section 5.** Effective September 28, 2012, an employee who is scheduled and  
38 reports for work at the regularly scheduled time and is then sent home at no fault  
39 of their own and due to no availability of work or site shutdown, shall be paid a  
40 minimum of four (4) hours pay at the employee's applicable working rate of pay.

41 **Section 6.** An employee who is called and reports back to work after he/she has  
42 completed his/her regularly assigned shift and clocked out for the day and left the

1 site shall receive a minimum of four (4) hours pay at his/her applicable working  
2 rate of pay. The Company will not impose a temporary shift in order to deprive an  
3 employee of call back pay or overtime.

4 **Section 7.** All employees will receive two (2) uninterrupted paid fifteen (15)-  
5 minute breaks per day. One (1) to be taken during the first half of their work day  
6 and one (1) to be taken during the second half of their work day.

7 In the event any employee is required to work beyond their normal assigned shift,  
8 the affected employee will receive an additional paid fifteen (15)-minute break  
9 prior to commencing additional work and following each two (2)-hour period of  
10 additional work.

11 **Section 8.** The starting time of the existing shifts will be as follows:

12 Day Shift – Beginning between the hours of 4:00 a.m. and 9:00 a.m.

13 Night Shift – Beginning between the hours of 2:00 p.m. and 7:00 p.m.

14 Shift start times shall not be adjusted without three (3) workdays' notice unless  
15 driven by unforeseen business reasons.

16 The Company shall provide a minimum of twenty-four (24) hours' notification for  
17 overtime work requirements. Employees working on the aircraft requiring  
18 overtime will be given the first opportunity to work. If there are an insufficient  
19 number of employees working on the aircraft and available to work the overtime it  
20 will be offered on a voluntary basis to employees qualified to perform the work. If  
21 unable to find a volunteer for overtime or if there is an excess of volunteers for  
22 work available, then overtime shall be directed utilizing the overtime equalization  
23 roster(s).

24 **Section 9.** For employees assigned to a five (5)-day, forty (40)-hour workweek,  
25 the overtime rate will be time and a half (1.5) the employee's applicable working  
26 rate of pay for all hours worked over forty (40) hours in a workweek. Nothing in  
27 this Agreement shall be construed as to require the payment of overtime on  
28 overtime, or compounding of overtime, as a result of computing hours in  
29 accordance with this Article.

30 **Section 10.** For employees assigned to work a four (4)-day, forty (40)-hour  
31 workweek, the overtime rate will be time and a half (1.5) the employee's  
32 applicable working rate of pay for all hours over forty (40) hours in a workweek.

33 **Section 11.** All hours worked shall be counted as time worked toward the  
34 computation of overtime pay. Additionally, Jury Duty, Bereavement and  
35 Administrative Leave shall be counted toward the computation of overtime.

36 **Section 12.** Shift schedules may be adjusted to meet business needs. Overtime  
37 is subject to customer approval. In an effort to avoid sending employees home  
38 midweek due to reaching forty (40) hours, the Company will request overtime  
39 from the customer.

40 **Section 13.** Effective with this Agreement, employees will be considered to be  
41 assigned to their preferred shift. As openings occur on any shift, they will be

1 filled by the highest senior employee in the job classification with a shift  
2 preference on file. At anytime there are insufficient numbers of volunteers on file,  
3 the openings shall be filled by the least senior person in the job classification with  
4 the qualifications and certifications for the required airframe. If the Company  
5 determines the seniority preferences above are not providing the skills,  
6 qualifications and certifications to accomplish the work, they can make shift  
7 assignments as needed.

8 **ARTICLE 11 - HOLIDAYS**

9 **Section 1.** Holiday pay is eight (8) hours pay, which is payable at the employee's  
10 applicable working rate of pay. The eight (8) hours pay will not be considered as  
11 time worked for the purpose of computing overtime. Employees working ten (10)-  
12 hour days will be compensated for holidays at eight (8) hours pay. Employees  
13 may utilize vacation, LWOP or, if management determines work is available,  
14 work two (2) additional hours during the pay week for the remaining two (2)  
15 hours. An employee who is on the active payroll shall be eligible for such  
16 unworked holiday. Time spent on leave of absence, for industrial injury or illness  
17 or military leave shall not be considered on the active payroll.

18 **Section 2.** The Company will observe ten (10) holidays. The following ten (10)  
19 holidays will be observed each calendar year:

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

20 **Section 3.** Any employee required to work on any of the above holidays will be  
21 paid for all hours worked at one and one-half (1.5) times his/her applicable  
22 working rate of pay plus holiday pay. Holidays may not be carried over from one  
23 year to the next.

24 **Section 4.** Any additional holiday designated by Federal Government mandate  
25 or Presidential Executive Order that is observed by Aviation Field Maintenance  
26 Activity (AFMA) will be observed in addition to the above as determined by  
27 operational requirements. Employees will not be paid holiday pay during these  
28 occasions but will be allowed to use their vacation leave, LWOP or, if  
29 management determines work is available, work additional hours during the pay  
30 week to make up for the lost hours.

31 **Section 5.** Any observed holiday, stated above, that falls on a Saturday or  
32 Sunday, will be observed under the same schedule observed by AFMA. When a  
33 holiday falls during an employee's vacation, the holiday will not be charged as  
34 vacation. The employee will receive holiday pay for the holiday.

35 **ARTICLE 12 – VACATIONS**

36 **Section 1.** Each employee covered hereby shall vest vacation as follows:

1 For vacation purposes, all employees will be entitled to paid vacation which will  
 2 be based upon years of service under the URS contract, or any predecessor  
 3 contractors, whichever is earlier, and each anniversary date thereafter shall be  
 4 the reference point for vacation. Paid vacation entitlement will be as follows:

Years of Service	Annual Vacation	Biweekly	Annual Carryover
One (1) year of service but less than five (5) years	80	3.08	40
Five (5) or more years of service but less than ten (10) years	120	4.62	60
Ten (10) or more years	160	6.15	80

5 Effective the first full pay period following January 1, 2013, paid vacation will  
 6 begin accruing at the rates listed below.

Years of Service	Annual Vacation	Biweekly	Annual Carryover
One (1) year of service but less than five (5) years	96	3.69	48
Five (5) or more years of service but less than ten (10) years	136	5.23	68
Ten (10) or more years	176	6.77	88

7 Effective the first full pay period following January 1, 2014, paid vacation will  
 8 begin accruing at the rates listed below.

Years of Service	Annual Vacation	Biweekly	Annual Carryover
One (1) year of service but less than five (5) years	104	4.0	52
Five (5) or more years of service but less than ten (10) years	144	5.54	72
Ten (10) or more years	184	7.08	92

9 **Section 2.** Vacation shall accrue at a rate described in the preceding tables.  
 10 Vacation hours shall be available for use in each pay period once posted.  
 11 Vacation taken by the employee is deducted from the employee's unused  
 12 vacation until such vacation is exhausted.

13 **Section 3.** Vacation pay shall be computed at the employee's applicable working  
 14 rate of pay at the time of vacation.

15 Employees, who are terminated from employment, are laid off, or who voluntarily  
 16 terminate employment, are eligible to receive pay in lieu of vacation for all  
 17 accrued, unused vacation.

18 Effective the last day of the pay period in the year, employees may carry over  
 19 accrued, unused vacation equal to the amount of one-half of the annual accrual  
 20 shown above. Effective January 1, 2014, vacation amounts in excess of this limit  
 21 will be paid out to the employee during the month of January.

1 **Section 4.** Vacation should be requested as far in advance as possible but in no  
2 case less than the twenty-four (24) hours immediately prior to the day being  
3 requested. The Company will make every effort to approve vacation requests  
4 unless prohibited by legitimate business reasons. When conflicts in requested  
5 vacation periods arise, the employees having the greater seniority shall be given  
6 the preference. However, an employee who has previously requested and had  
7 scheduled vacation approved will not be displaced by a more senior employee.

8 a. Vacation may only be scheduled on the employee's regularly scheduled  
9 work days and may be scheduled for periods of thirty (30)-minute  
10 increments or more. Vacation may be taken while on an approved leave  
11 of absence.

12 b. Employee's request for vacation leave must be approved by the  
13 employee's Supervisor, or his/her designee(s) before such leave is taken.  
14 Employees failing to secure such approval, who subsequently fail to report  
15 to work as scheduled, without a reasonable excuse, may be subject to  
16 appropriate disciplinary action for unexcused absence.

17 **Section 5.** It is understood and agreed that employees transferring to the  
18 Contract after the date of ratification of the Agreement shall retain their original  
19 date of hire with the Company for the purpose of vacation.

20 For the purposes of establishing service and benefits, employees transferred  
21 from the bargaining unit who return to the bargaining unit shall receive service  
22 credit for such time outside the bargaining unit.

23 **Section 6.** Paid hours of vacation shall not be considered as time worked for the  
24 purpose of computing overtime pay.

25 **Section 7.** The employer shall notify the employee within two (2) working days of  
26 approval or disapproval of the vacation. The Company reserves the right to  
27 cancel an approved vacation, if due to unforeseen events staffing falls below  
28 minimum required levels.

29 **Section 8.** In the event of a change of contractors, the employee will be paid out  
30 for all accrued, unused vacation. For vacations already scheduled, the  
31 successor shall grant authorized LWOP in lieu of vacation leave during the first  
32 twelve (12) months of the contract.

### 33 **ARTICLE 13 – JURY DUTY**

34 **Section 1.** An employee required to be absent from his/her employment to serve  
35 on a jury shall be paid his/her applicable rate of pay for all regular scheduled  
36 straight time hours for each day of jury services. Such absences shall be  
37 supported by a statement signed by the Clerk of Court certifying as to each day  
38 of jury duty.

39 **Section 2.** An employee who is subpoenaed to court as a witness and is not  
40 involved directly in the case shall receive all benefits and pay and operate under  
41 the same conditions as outlined in this Article. The employee must provide the  
42 Company with a copy of the subpoena.



**ARTICLE 14 – DEATH IN FAMILY**

Employees shall receive three (3) paid days of bereavement leave, at the applicable rate of pay, when a death occurs in their immediate family. Immediate family is defined as parent, grandparent, spouse’s grandparents, spouse, child, brother, sister, mother-in-law, father-in-law, step-parent, step-children, brother-in-law, sister-in-law. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the attending physician.

**ARTICLE 15 – WAGES AND JOB CLASSIFICATION**

**Section 1.** The following hourly rates of pay shall prevail during the term of this Agreement:

Classification	Current	9/28/2012	9/27/2012		9/26/2014	
		2.75%	\$0.25	3%	\$0.25	3.25%
A/C Mechanic Helper	\$18.24	\$18.74	\$18.99	\$19.56	\$19.81	\$20.45
A/C Quality Control Inspection	\$28.20	\$28.98		\$29.84		\$30.81
Aircraft Worker	\$20.18	\$20.73	\$20.98	\$21.61	\$21.86	\$22.57
Computer Operator V	\$22.85	\$23.48	\$23.73	\$24.44	\$24.69	\$25.49
Environmental Specialist	\$28.20	\$28.98		\$29.84		\$30.81
Ground Support Equipment Mechanic	\$26.85	\$27.59		\$28.42		\$29.34
Material Coordinator	\$18.92	\$19.44		\$20.02		\$20.67
Mechanic I	\$26.85	\$27.59		\$28.42		\$29.34
Mechanic II	\$28.20	\$28.98		\$29.84		\$30.81
Mechanic III	\$29.60	\$30.41		\$31.33		\$32.34
Painter, Aircraft	\$21.19	\$21.77	\$22.02	\$22.68	\$22.93	\$23.68
Production Control Clerk	\$19.35	\$19.88		\$20.48		\$21.14
Stock Clerk	\$12.88	\$13.23	\$13.48	\$13.88	\$14.13	\$14.59
Supply Tech	\$22.20	\$22.81		\$23.49		\$24.26
Chief Maint Test Pilot Rotor	\$42.00	\$43.16		\$44.45		\$45.89
Maintenance Test Pilot Rotor	\$40.00	\$41.10		\$42.33		\$43.71
Tools and Parts Attendant	\$14.28	\$14.67	\$14.92	\$15.37	\$15.62	\$16.13
Warehouse Specialist	\$14.28	\$14.67	\$14.92	\$15.37	\$15.62	\$16.13

**Section 2. Special Assignment Differential.** The Company determines the need and number of employees for special assignments. When the Company certifies an employee in writing, they shall be paid a premium as follows:

Special Assignment	Differential Effective 9/29/2012	Per
MDS Lead (Mission Design Series)	\$1.00	Hr
Dock Lead	\$1.00	Hr
Back Shop Lead	\$1.00	Hr

Special Assignment	Differential Effective 9/29/2012	Per
Fuel Cell Entry (performing)	\$0.75	Hr
Flight Time Premium – Crew	\$10.00	Hr
ACE Certification	Upgrade to Aircraft Quality Control Inspector when performing the function	Hr

1

2

## ARTICLE 16 - FIELD DUTY

3

**Section 1.** Employees sent to off-site locations beyond fifty (50) miles from the base and required to stay overnight shall receive per diem for lodging and meals. Employees may request up to fourteen (14) days advanced per diem for trips of fourteen (14) days or more in duration, provided there is time to process the request prior to travel. When travel requires common carrier, or car rental, arrangements will be made through the Company Travel Service and paid for by the Company. The cost of shipping tools and equipment required by the Company for off-site work when the employee is traveling by commercial airline, will be reimbursed by the Company. All travel shall be in accordance with Company Policy and the Joint Travel Regulation (JTR). Employees authorized by management to utilize their own vehicle for Company business shall receive the standard mileage reimbursement per the JTR.

15

**Section 2.** In the event employees are deployed to OCONUS sites, additional compensation shall be based on a review of State Department guidelines on potential hostile or dangerous conditions and recommended to the government for approval.

19

**Section 3.** The full-time workforce shall be given the first right of refusal for all TDY work assignments and overtime. Upcoming TDY assignments will be posted as soon as possible upon notification from the customer. Volunteers shall be selected in order of seniority, most senior qualified first. If there are no, or insufficient volunteers, the least senior qualified in the classification needed will be selected from the workforce to travel, or if the Company chooses, may hire additional personnel to meet the requirements.

26

**Section 4.** While an employee is assigned to a TDY location, travel to that TDY location and returning to his/her regular work station from such assignment, he/she shall be paid, at the applicable working rate for all travel in accordance with the following. If traveling by Common Carrier, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee shall be allowed actual travel time from the worksite or quarters to home. If the employee travels by personally owned vehicle (POV) or Company provided vehicle, and the use of such conveyance is Company-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 Company provided vehicle, travel 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. If the

37

1 employee travels by personally owned vehicle (POV), they shall receive pay for  
2 mileage per JTR computed rate.

3 **Section 5.** Employees shall be reimbursed for transportation and travel  
4 expenses while on travel status, excluding vacations and authorized leaves of  
5 absence without pay, in accordance with the provisions of this Article.

6 **Section 6.** Employees on TDY assignment will normally be assigned an eight  
7 (8)-hour work day.

8 **Section 7.** Rental cars shall be distributed equally among employees on TDY  
9 detachment. Cars shall be assigned at a ratio of one (1) car for each four (4)  
10 employees or one van for each six (6) employees.

11 **ARTICLE 17 – HEALTH AND WELFARE**

12 **Section 1. Group Medical, Vision & Dental Insurance**

13 The Company will, during the life of the Bargaining Agreement, maintain and  
14 contribute to the cost of health and welfare insurance for bargaining unit  
15 personnel. The offered group insurance plans may be modified from year-to-  
16 year for cost containment, improved coverage, legally required or carrier imposed  
17 changes. It is agreed that the Company and Union may agree to change  
18 vendors of health care, dental care, or life insurance during the life of this  
19 Agreement. Any such benefit change will provide comparable coverage/design  
20 as the incumbent plan. Should there be a significant change in the plan benefits  
21 or rise in the rates, the Company and Union will meet to resolve any resulting  
22 issues.

23 a) Employee Health and Dental biweekly contributions are listed below.

Coverage	Employee		
	Health Biweekly	Dental Low Biweekly	Dental High Biweekly
Employee	\$ 68.00	\$ 3.70	\$ 6.30
Employee/Child	\$ 95.00	\$ 7.70	\$12.60
Employee/Spouse	\$125.00	\$ 6.90	\$11.50
Family	\$144.00	\$10.60	\$17.30

24 b) Effective January 1, 2013, health and dental premiums will be split  
25 between the Company and the employee on a sixty (60) percent / forty  
26 (40) percent basis. Effective January 1, 2014, health and dental  
27 premiums will be split between the Company and the employee on a sixty-  
28 five (65) percent / thirty-five (35) percent basis.

29 c) Employees may elect to waive health insurance coverage and receive the  
30 following waiver amounts. Proof of alternate coverage is required.

31

<b>Health Care Waiver Opt Out Payment Schedule</b>			
	<b>8/2/2012</b>	<b>1/1/2014</b>	<b>1/1/2015</b>
Employee	\$ 500	\$ 750	\$1,000
Family	\$1,000	\$1,500	\$2,000

2 **Section 2. Vision.** Employees may opt to purchase the Company's optional  
3 vision benefit as provided in the Summary Plan Description.

4 **Section 3. Life Insurance.** The Company will provide Life and AD&D insurance  
5 to all employees at one (1) times the employee's annual salary. Employees may  
6 purchase optional life insurance /accidental death and dismemberment insurance  
7 (AD&D) to the extent such coverage is available. Employees may purchase  
8 dependent life by payroll deduction. Proof of insurability and approval by the  
9 insurance carrier is required prior to purchasing any optional life insurance/AD&D  
10 and dependent life insurance.

11 **Section 4. Short and Long Term Disability.** The Company will provide Short-  
12 Term Disability to all employees as described in the Summary Plan Description.  
13 The STD insurance provides a benefit of \$300.00 per week, following a three day  
14 waiting period, for up to twenty-six (26) weeks. The Company will make  
15 available for employee purchase via payroll deduction optional long-term  
16 disability insurance (LTD) as defined in the Summary Plan Description for  
17 employees.

18 **Section 5.** All employees will be eligible to participate in the Company's  
19 Employee Assistance Program (EAP).

## 20 **ARTICLE 18 – PENSION AND 401(k)**

21 **Section 1.** The Employer shall contribute to the I.A.M. National Pension Plan, the  
22 amounts listed below for each hour paid up to a maximum of forty (40) hours per  
23 week.

	<b><u>Per Hour</u></b>
January 1, 2013	\$ .15
January 1, 2014	\$ .30
January 1, 2015	\$ .45

24  
25 **Section 2.** Contributions for a new, part-time and full-time employee are payable  
26 commencing on the first day of work.

27 **Section 3.** The I.A.M. Lodge and Employer adopt and agree to be bound by, and  
28 hereby assent to, the Trust Agreement, dated May 1, 1960, as amended,  
29 creating the I.A.M. National Pension Fund and the Plan rules adopted by the

1 Trustees of the I.A.M. National Pension Fund in establishing and administering  
2 the foregoing Plan pursuant to the said Trust Agreement, as currently in effect  
3 and as the Trust and Plan may be amended from time to time.

4 The parties acknowledge that the Trustees of the I.A.M. National Pension Fund  
5 may terminate the participation of the employees and the Employer in the Plan if  
6 the successor Collective Bargaining Agreement fails to renew the provisions of  
7 this Article or reduces the Contribution Rate. The parties may increase the  
8 Contribution Rate and/or add job classification or categories of hours for which  
9 contributions are payable.

10 This Section contains the entire agreement between the parties regarding  
11 pensions and retirement under this Plan and any contrary provision in this  
12 Agreement shall be void. No oral or written modification of this Agreement shall  
13 be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance  
14 procedure, settlement or arbitration decision with respect to the obligation to  
15 contribute shall be binding upon the Trustees of the said Pension Fund.

16 **Section 4.** Employees may contribute to the Company's 401(k) Plan via payroll  
17 deduction. There will be no Company matching contributions.

#### 18 **ARTICLE 19 – LEAVE OF ABSENCE**

19 **Section 1.** Limited unpaid personal leaves of absence may be granted by the  
20 Company upon request of employees. Such leaves shall be not more than thirty  
21 (30) calendar days. Requests for unpaid personal leave of absence must be  
22 made in writing and must receive approval by the Company.

23 **Section 2.** Seniority shall continue to accumulate during the approved leave of  
24 absence. When an employee has been granted a leave of absence for a  
25 specified period of time, it will be the employee's responsibility to request an  
26 extension of such leave prior to expiration if additional time is required. All such  
27 extensions must have prior Company approval.

28 **Section 3.** Leave of absence for legitimate personal health reasons supported by  
29 sufficient medical verification will be granted to an employee for a period not to  
30 exceed ninety (90) days and will be extended when supported by sufficient  
31 medical verification supplied by the employee from a licensed physician. Leaves  
32 of absence for personal health reasons will not exceed twelve (12) months.

33 For personal leaves of absence, the employee will pay the full cost of all benefit  
34 premiums they elect to continue for up to four (4) months at which time an option  
35 to continue under COBRA will be extended. For medical leaves of absence  
36 covered under FMLA, the employee will pay their portion while the Company  
37 pays the Company portion of any premiums for up to twelve (12) months at which  
38 time an option to continue under COBRA will be extended.

39 **Section 4.** An employee on leave of absence for personal health reasons may  
40 return to work prior to or at expiration of such leave upon the written release of a  
41 licensed physician provided the employee is able to perform his/her assigned  
42 duties safely. Should the Company question the employee's capability to

1 perform the assigned duties safely, the Company may have the employee  
2 examined by another physician, prior to returning the employee to work.

3 a. While on leave of absence for personal health reasons, the employee  
4 shall notify the Company as to his/her potential of returning to work,  
5 except in those cases where the employee's physician has provided an  
6 expected date of return.

7 b. An employee may be returned to restricted duty provided the Company is  
8 able to accommodate said restrictions.

9 **Section 5.** Leaves of absence without pay for Union business not to exceed two  
10 (2) weeks, will be granted to Bargaining Unit employees of the Company, who  
11 are elected or appointed by the Union, to attend such functions as conferences,  
12 conventions, and Union educational courses, provided at least five (5) work days  
13 advance notice is given in writing to the Company, if possible to do so. However,  
14 not more than four (4) employees may be on such leave at any time.

15 **Section 6.** Leaves of absence without pay in worker's compensation injury and  
16 legal occupational disease cases will be granted automatically for up to a twelve  
17 (12)-month period of legal temporary disability and seniority will accumulate for  
18 the full period of such leave.

19 **Section 7.** An employee who is called to and performs short term active duty of  
20 ten (10) work days or less, including active duty training as a member of the  
21 United States Armed Forces Reserves or National Guard, shall be paid the  
22 difference between the employee's military rate and the employee's working rate  
23 of pay for a period of up to ten (10) scheduled working days per calendar year.  
24 The employee must present a copy of the employee's order to the Company as  
25 soon as they are received by the employee. Upon return from active short term  
26 duty, the employee must present pay vouchers so that the calculation of the  
27 difference in pay may be computed. The employee will be given a leave of  
28 absence for, and will accumulate seniority during such period of service.  
29 Employees required to report for military training in excess of thirty (30)  
30 consecutive days or those called to active duty shall be reinstated in accordance  
31 with the Uniformed Service Employment and Reemployment Rights Act. The  
32 parties to this Agreement shall comply with current applicable state and federal  
33 legislation regarding military service.

34 **Section 8.** When leaves of absence are granted, the employee, upon return to  
35 active employment, will be returned to his/her classification and shift, if available,  
36 based upon seniority and qualifications.

37 When an employee fails to return to work at the expiration of an approved leave  
38 of absence, that employee may be disciplined, up to and including discharge, at  
39 the option of the Company.

40 **Section 9.** Any member of the Union elected or appointed to a full time Union  
41 position may, upon written request by the Union, be granted a leave of absence  
42 for Union activities up to a three (3)-year period and with the opportunity to  
43 request extensions. Employees on such leave shall continue to accrue seniority.

1 Not more than one (1) employee shall be on such leave at any one time. If the  
2 employee's group insurance through the Company is to be continued, the Union  
3 or the employee shall be required to pay the full monthly insurance premium.

4 When the activities for which such leaves of absence are granted shall cease,  
5 the Union shall immediately notify the Company in writing, and if application is  
6 made therefore within fifteen (15) days thereafter, such Union member will be  
7 given reemployment in a similar position, if same still exists, or a comparable  
8 position in accordance with his/her qualifications and seniority privileges, and  
9 applicable wage rate at the time of return to the active payroll.

## 10 **ARTICLE 20 – NO STRIKES OR LOCKOUTS**

11 The Union agrees that it shall not engage in, authorize or recognize any strikes,  
12 picketing or other interruption of the Company's normal operations during the  
13 term of this Agreement; the Company agrees that it shall not lock out the  
14 employees during the term of this Agreement

## 15 **ARTICLE 21 – NEUTRALITY**

16 **Section 1.** The Company places a high value on the continuation and  
17 improvement of its relationship with the Union, as well as with all of its  
18 employees. The Company also knows from experience that when both parties  
19 are involved in an organizing campaign directed at unrepresented Company  
20 employees, there is a risk that election conduct campaign activities may have a  
21 harmful effect on the parties' relationship. Therefore, it is incumbent on both  
22 parties to take the appropriate steps to insure that all facets of organizing  
23 campaigns will be conducted in a constructive and positive manner which does  
24 not misrepresent to employees the facts and circumstances surrounding their  
25 employment and in a manner which neither demeans the Company or the Union  
26 as organizations nor their respective representatives as individuals.

## 27 **ARTICLE 22 – BULLETIN BOARDS**

28 The Company shall provide three (3) bulletin boards in the three (3) most  
29 populated hangars for the Union to post official Union information for their  
30 membership. The boards shall be located in areas visible and accessible to  
31 members in all locations work is performed. Where boards cannot be posted, a  
32 binder containing the same information shall be made available to the members.

## 33 **ARTICLE 23 – COMPLETE AGREEMENT**

34 The parties acknowledge that during the negotiations which resulted in this  
35 Agreement, each had the unlimited right and opportunity to make demands and  
36 proposals with respect to any subject or matter not removed by law from the area  
37 of collective bargaining, and that the understanding and agreements arrived at by  
38 the parties after the exercises of that right and opportunity are set forth in this  
39 Agreement. Therefore, the parties, for the life of this Agreement, waive the right,  
40 and each agrees that the other shall not be obligated, except as otherwise  
41 provided in this Agreement, to bargain collectively with respect to any subject of

1 matter referred to or covered in this Agreement. Further, the parties, for the life of  
2 this Agreement, waive the right, and each agrees that the other shall not be  
3 obligated to bargain collectively with respect to any subject or matter not  
4 specifically referred to or covered in this Agreement, even though such subject or  
5 matter may not have been within the knowledge or contemplation of any of the  
6 parties at the time this Agreement was negotiated or signed.

#### 7 **ARTICLE 24 – SCOPE OF AGREEMENT**

8 Should the Company establish any new facilities that results in work or services  
9 presently performed under this Agreement being transferred, the Company  
10 agrees to consult with the Union and offer employees who are adversely affected  
11 job opportunities that may be available at the new facilities.

12 This Agreement shall be binding upon the parties hereto, their successors,  
13 administrators, executors, and assigns. On the sale, transfer or lease of any  
14 facility and/or equipment only the specific provisions of this Agreement, including  
15 supplements or other conditions shall prevail. The Company shall give notice of  
16 the existence of this Agreement to any purchase, transferor, lessee, assignee,  
17 etc. of the operation covered by this Agreement or any part thereof. Such notices  
18 shall be in writing with a copy to the Union at the same time the seller, transfer,  
19 lessors executes a contract of transaction as herein described.

#### 20 **ARTICLE 25 – NON-DISCRIMINATION**

21 **Section 1.** The Company and the Union agree to observe all applicable Federal  
22 and State laws regarding non-discrimination against any employee or applicant  
23 for employment because of race, color, religious creed, national origin, disability,  
24 veteran status, age or sex.

25 **Section 2.** The Company agrees that it will not discriminate against any  
26 employee because of his/her membership in the Union.

#### 27 **ARTICLE 26 – GENERAL PROVISIONS**

28 **Section 1.** Early leave and administrative leave policy, to include Executive  
29 Orders, inclement weather and other situations beyond the Company's control,  
30 for employees covered by this Agreement shall be determined by AFMA. Base  
31 closures and delays due to inclement weather shall be determined by the  
32 Commander of Joint Base Lewis-McChord. If the base is closed for any reason  
33 and employees are unable to work, each employee shall be reimbursed for time  
34 missed if reimbursement is authorized by the Government Contracting Officer's  
35 Representative (COR).

36 Effective January 1, 2013, employees will be allowed to charge up to sixteen (16)  
37 hours of administrative leave each year of this Agreement for closures due to  
38 inclement weather. For partial day base closing due to inclement weather,  
39 employees must be at work immediately following delayed opening or  
40 immediately prior to early closing to be eligible to change to administrative leave.

41 **Section 2.** It is recognized that all employees are working on a government



1 installation and are subject to all regulations and rules of the installation. If any  
2 bargaining unit employee covered by this Agreement is denied entry or  
3 permission to work on this installation, such employee shall be laid off (out of  
4 seniority) until such time as entry is permitted. If entry or permission to work is  
5 denied by the Installation Commander, for a period exceeding one hundred and  
6 eighty (180) days, such employee may be subject to discharge, subject to  
7 extension by mutual agreement.

8 **Section 3 Part-Time Labor.** The parties agree that no full-time employee shall  
9 be laid off during the term of this Agreement as a result of part-time workers  
10 employed by the Company. No part-time employee shall work more than thirty-  
11 two (32) hours in any week. The ratio of employees shall not exceed twenty-five  
12 (25) full-time to one (1) part-time employee.

13 **Section 4.** Effective January 1, 2013, for those employees required by the  
14 Company to wear safety shoes in the workplace, the Company will provide  
15 reimbursement up to thirty-five dollars (\$35.00) per year for the purchase of  
16 shoes. Effective January 1, 2014, shoe reimbursement will increase to fifty  
17 dollars (\$50.00). Effective January 1, 2015, shoe reimbursement will increase to  
18 seventy-five dollars (\$75.00). Employees must provide original receipts for  
19 reimbursements. Probationary employees are not eligible for shoe  
20 reimbursement until successful completion of their probationary period.

21 **Section 5.** All production work in the facilities will be performed by employees  
22 covered by this Agreement. Supervisors shall not perform any production work  
23 except in case of instruction and emergencies.

24 **Section 6.** Work assignments shall be in accordance with established job  
25 descriptions. This shall not restrict the right of the Company to alter work  
26 functions or to formulate new job procedures and begin work thereon. The  
27 Company shall have the right to make work assignments and require the  
28 employees to comply with such work assignments. This shall not prevent the  
29 employees and/or Union from processing complaints or grievances arising from  
30 alleged misassignments per the Steps listed in Article 9, Grievance Procedure  
31 and Arbitration of the Collective Bargaining Agreement.

## 32 **ARTICLE 27 – TRAINING AND APPRENTICESHIP**

33 **Section 1.** The Company and the Union agree that it is mutually beneficial to  
34 both parties to have a highly skilled and trained work force capable of performing  
35 work on current platforms as well as any future new or changed work packages  
36 at JBLM. To that end, the parties will meet on a quarterly basis to research and  
37 discuss joint education programs that prepare employees for opportunities within  
38 the aerospace industry.

## 39 **ARTICLE 28 – JOINT SAFETY COMMITTEE**

40 The Union shall appoint two (2) members from the bargaining unit to serve on a  
41 joint IAM/URS safety committee. This committee will be tasked with meeting a  
42 minimum one (1) time per quarter to discuss and implement safety procedures

1 and equipment. The Company shall provide OSHA-compliant personal  
2 protective equipment (PPE) as required for use in performing work.

3 **ARTICLE 29 – MNPL**

4 The Company agrees during the term of this Agreement to deduct from the  
5 employee’s wage and turn over to the Treasurer of the Machinist’s Non-Partisan  
6 Political League (MNPL) contributions by any employee who desires to make  
7 such contributions to said MNPL and who individually and voluntarily authorizes  
8 the Company in writing on an authorization form mutually agreed to between the  
9 Company and the Union to make such deductions. All funds so deducted shall be  
10 forwarded monthly to the Treasurer of the MNPL, as soon as reasonably possible  
11 after the end of each month in which deductions are made accompanied by a  
12 record stating the name of the employee, social security number and amount  
13 contributed and so deducted.

14 Such deductions shall be made in accordance with instructions on said  
15 authorization cards which have been delivered by the Union to Human  
16 Resources.

17 Authorization(s) must be received by the Company no later than fourteen (14)  
18 days prior to the end of the pay period in order for such voluntary contributions to  
19 be deducted from such pay period. Contributions to be deducted as a result of  
20 authorizations not received fourteen (14) calendar days prior to the end of the  
21 pay period will be started effective the following pay period.

22 Such deductions shall be made monthly from the employee’s paycheck.

23 If an employee does not have sufficient earnings in any payroll period to cover  
24 such contributions for the payroll period, the Company shall have no further  
25 responsibility for collection of contributions for that payroll period.

26 **ARTICLE 30 – GUIDE DOGS OF AMERICA**

27 **Section 1 Contributions to Guide Dogs of America.** Upon receipt by the  
28 Company of a signed voluntary authorization by an employee, on a form  
29 approved by the Company, requesting that there be deductions made from  
30 his/her wages, in a monthly amount designated by the employee, such  
31 deductions to be forwarded to the Union. Such authorization will remain in effect  
32 for the duration of this Agreement, unless earlier canceled in writing by the  
33 employee.

34 **ARTICLE 31 – MACHINISTS CUSTOM CHOICES**

35 This Agreement acknowledges that URS has agreed to allow the Union to offer  
36 the Machinists Custom Choices Worksite Benefits program to its members in the  
37 bargaining unit through their designated representative. It is understood that all  
38 policyholder service will be provided by the underwriter and that employees will  
39 be given an opportunity annually to spend up to fifteen (15) minutes before and  
40 after hours with a representative on site. This service will begin as soon as  
41 practicable. It is understood that the Company is not the plan sponsor and is not

1 responsible for plan administration, enrollment, or communication. However, the  
2 Company will allow payroll deduction for any elected services.

3 **ARTICLE 32 - DEFINITIONS**

4 **Common Carrier** – Commercial for hire train, plane, subway, taxi, or limousine,  
5 as required by the Company for TDY assignment.

6 **TDY** – Travel as assigned by the Company to another worksite, greater than fifty  
7 (50) miles away from the employee’s base site.

8 **Working Rate of Pay** – Employee’s base hourly rate of pay plus any shift  
9 differentials and special assignment differentials, excluding flight time premiums.

10 **MDS and Back Shop Lead** – An employee that performs and inspects aircraft  
11 maintenance assigned by the Company, on a permanent or temporary basis, to  
12 lead, direct, and train personnel performing aviation maintenance and programs  
13 across multiple shifts.

14 **Dock Lead** – An employee that performs and inspects aircraft maintenance  
15 assigned by the Company, on a permanent or temporary basis, to lead, direct,  
16 and train personnel performing aviation maintenance and programs on a shift.

17 **Overtime Equalization Roster** – Rosters of employees for the purpose of  
18 equitably distributing overtime. Such roster would include overtime hours worked  
19 and refused.

20 **Supervisor** – An employee not included in the bargaining unit tasked with  
21 managing the workforce.

22 **ARTICLE 33 – DURATION**

23 Upon ratification, this Agreement will be in full force and effect August 3, 2012, to  
24 and including August 2, 2015 and will continue from year to year thereafter  
25 unless written notice of desire to negotiate changes or revisions or terminate this  
26 Agreement is served by either party upon the other at least sixty (60) days prior  
27 to the date of expiration by certified mail.

28

1 In witness whereof the parties hereto have caused this Agreement to be  
2 executed by their authorized representative.

3  
4  
5 **URS Federal Support Services**

**IAM&AW DL 751**

6  
7  
8 \_\_\_\_\_  
9 Lester W. Jordan, Director  
10 Employee & Labor Relations  
11

\_\_\_\_\_   
Tom Wroblewski  
Dist. President & Directing  
Business Representative

12  
13 \_\_\_\_\_  
14 Dean Widhalm, Director  
15 Human Resources  
16

\_\_\_\_\_   
Jon Holden  
Business Representative

17 \_\_\_\_\_  
18 Robert Dashiell  
19 Site Manager  
20

\_\_\_\_\_   
Joe Crockett  
Business Representative

21  
22 \_\_\_\_\_  
23 Jim Bearden  
24 Staff Assistant  
25

26 \_\_\_\_\_  
27 Jeff Sayres  
28 Negotiating Committee Mbr  
29

30 \_\_\_\_\_  
31 Kyle Lynch  
32 Negotiating Committee Mbr  
33

34 \_\_\_\_\_  
35 Jimmy Martin  
36 Negotiating Committee Mbr