

COLLECTIVE BARGAINING AGREEMENT

Between



Federal Services, Inc.

And

**Professional Helicopter Pilots Association,
Office and Professional Employees
International Union, Local 102**



Effective

1 October 2020 – 30 September 2023

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AGREEMENT

1 October 2020 through 30 September 2023

1. This Collective Bargaining Agreement and all appendices (herein "CBA") is entered into at Fort Rucker, Alabama, effective the first day of October 2020, by and between AMENTUM SERVICES INC., (herein "Company") and PROFESSIONAL HELICOPTER PILOTS ASSOCIATION, OFFICE and PROFESSIONAL **EMPLOYEES** INTERNATIONAL UNION Local 102, (herein "Union") as representative for the purpose of collective bargaining of the **employees** hereinafter defined in Article II. Said parties agree as follows:
2. This CBA shall constitute the entire agreement between the parties and can be changed or modified only by a document in writing signed on behalf of both parties hereto.
3. This CBA shall remain in effect from 1 October 2020 through 30 September 2023.
4. This CBA shall be binding upon Union and the Company.
5. This CBA will become part of the mandatory reading file.
6. Any reference to the male gender in this CBA shall be interpreted as including the female gender.

ARTICLE I

PURPOSE AND SCOPE

1.1 The parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labor standards, salary schedules and working conditions, to attain efficient operating conditions, to protect the safety and health of **employees** and to provide machinery for the adjustment of disputes which arise between the parties hereto. This CBA agreement establishes the means by which Company - Union interrelationships are to be conducted and shall encompass all **employees** covered by this agreement.

ARTICLE II

RECOGNITION

2.1 Recognition

The Company recognizes the Union as the exclusive collective bargaining representative for the following:

a. All flight instructors, **flight simulator instructors**, academic instructors, schedulers, clerks/publications/supply and custodial personnel who are the Company's **employees** at the Fort Rucker Rotary Wing Flight Training and Flight Training Support Services contract and not excluded in paragraph 2.1b.

b. Specifically excluded from this CBA are Company Executives, Company Supervisors, Safety Personnel, Flight Commanders, Assistant Flight Commanders, Personal Secretaries, Personnel Specialists, Payroll Specialists, and any other persons that may be construed strictly as **management**.

2.2 Subcontracting

The Company shall not have the right to subcontract with other persons, organizations or companies for the performance of any portion of the work now performed by Collective Bargaining Unit personnel identified in Para 2.1a, unless by written mutual agreement with the Union.

ARTICLE III

AUTHORIZATIONS AND RESPONSIBILITIES

3.1 Union Security

a. 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.

b. Each **employee** in the bargaining unit shall, beginning on the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer or regression into the bargaining unit, whichever is later, as a condition of continued employment in the bargaining unit, become and/or remain a member in good standing of the Union or pay the Union agency fees in an amount equal to the monthly dues and initiation fee regularly and uniformly required to be paid by Union members. Each such **employee** may execute a payroll deduction authorization as provided for in this Article or pay directly to the Union the amount of dues and initiation fee, or agency fee, owed to the Union. The payroll deduction will be effective the first full pay period following such authorization.

c. Any **employee** within the bargaining unit who is transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of this Article during the period of time such **employee** remains outside the bargaining unit or on layoff.

d. An **employee** within the bargaining unit shall be considered in good standing for the purposes of this Article when such **employee** tenders the amount of money equal to the Union's regular and usual initiation fee (due and payable only once per **employee** without regard to any interruption in service) and its regular, uniform and usual monthly dues to an authorized agent of the Union or through payroll deduction. Upon written demand from the Union, the Company shall terminate any **employee** within the bargaining unit who fails to tender the sums due the Union under Section 3.1 b of this Article within thirty (30) days from the date such sum(s) is due, provided the Union informs the Company and the **employee** of the delinquency in writing, and allows the **employee** an additional fifteen (15) days after the 30th day of delinquency to make payment in full. If the **employee** fails to resolve the dues delinquency with the Union during this fifteen (15) day period, after notification to the Company by the Union, the Company will terminate the **employee** effective the end of that payroll period.

e. Deductions shall be made for Union dues and initiation fee, or agency fee, of each **employee** in the bargaining unit for whom an authorization has been received, beginning with the pay for the first full pay period following receipt of such authorization, provided that sufficient earnings remain to cover Union initiation fees, dues, or agency fees after all deductions required by law are made, and such deductions shall continue monthly thereafter, except as qualified in this Article.

Accrued dues not deducted in the regular month as provided above shall be deducted as follows:

(1) At the beginning of each calendar quarter the Union shall furnish the Company a list of the names and **employee** numbers of **employees** who have authorized the deduction of Union dues and who are in arrears in the payment of such dues for the preceding quarter, specifying on such list the amount of each named **employee's** arrearage.

(2) After the receipt of such list, the Company shall make a special deduction of Union dues in the amount of the listed arrearage from the pay of each named **employee**, provided that sufficient earnings remain to cover the dues arrearage after all deductions required by law are made.

f. Any dispute arising out of the interpretation or application of this Article, when reduced to writing as a **grievance**, shall be subject to the **Grievance** Procedure by initially referring the **grievance** to Step Three. The **grievance** thereafter may be processed in accordance with the provisions of Article VII.

g. Anything herein to the contrary notwithstanding, an **employee** shall not be required to become a member of or continue membership in or to pay a sum equal to Union monthly dues, or to continue to pay any sums equal to the monthly Union dues, as a condition of employment, if it is determined that such is unlawful in a final judgment or decision by the National Labor Relations Board or by any court or administrative body of competent jurisdiction. It is understood and agreed that the Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out the terms of this Article by the Company.

h. The Authorization for Deduction of Union Dues and Fees, and Union Insurance Premium form set out in Appendix I of this Section is agreed to by the parties and is made a provision of this agreement.

3.2 Membership Deductions

a. The Company shall deduct from the pay of any Union member those authorized deductions for his Union dues and initiation fee or agency fees, and Union insurance premiums. These deductions will be forwarded to Union each pay period. (P.O. Box 427, Daleville, Alabama 36322). Authorization for new member deductions shall be forwarded by letter at least monthly by the Union secretary, to the Company.

b. If an **employee** is no longer on the **active payroll**, or is promoted or transferred to a position not covered by paragraph 2.1a, the Company shall cease deducting dues and initiation fee, or agency fees, from that **employee's** pay, and notify the Union of the individual involved and the reason for stopping the deductions.

3.3 Indemnity Clause

The Union agrees to and does hereby hold and save the Company harmless

from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article. The Company assumes no responsibility for the disposition of the deducted funds once it has made payment to the Union.

3.4 Solicitation

There shall be no solicitation of **employees**, for Union membership or dues, conducted in the presence of students during times when either the **employee** (or **employees**) being solicited or the **employee** (or **employees**) performing such solicitation are being paid by the Company to perform work.

3.5 New Employees

The Company shall forward to the Union the names of all bargaining unit **employees** on the day they are accepted for hire or are terminated.

3.6 In/Out Processing

The Union office will be included on the In/Out processing form.

ARTICLE IV

SALARY COMPUTATIONS

4.1 Standard Salary Schedule

The standard salary schedule for the respective job classifications and the effective dates thereof shall be those set forth in Appendix B, which is part of this CBA. **Employees** shall be paid on a biweekly basis. **Employees** will receive pay for the period on the Friday following the close of each pay period. **Employees** shall be paid via direct deposit to a financial institution.

4.2 Rate of Pay for **Employees** Who Fail the Annual Standardization Review and/or Unannounced Flight Evaluations

Instructor pilots who fail any second annual standardization review/unannounced flight evaluation in a one year period will be paid at a the current Year 0-1 pay rate paid to personnel in IP qualification for each day (sick leave and personal leave days will be paid at normal rate of pay) they do not fly students due to the second failure, effective the day following the failed annual standardization review/unannounced flight evaluation. The instructor shall be returned to his normal rate of pay effective the day following the day that he successfully completes the follow-up annual standardization review/unannounced flight evaluation. During this period the instructor shall remain eligible for all other benefits he would have earned had the failed annual standardization review/unannounced flight evaluation not occurred. The Contract Manager has the prerogative to continue the instructor pilot at the normal rate of pay if he determines that unusual circumstances exist concerning the failed second annual standardization review/unannounced flight evaluation. Any Instructor Pilot who fails a third annual standardization review/unannounced flight evaluation in a one year period will be subject to discharge from employment.

ARTICLE V

WORK SHIFTS AND TIME RECORDS

5.1 Employee Time Records

a. All Personnel

Employee timekeeping records shall accurately reflect the hours worked each day.

b. Time Record Certification

Employees shall record accurate time worked and proper charge account number (if applicable) on their timekeeping record on a daily basis. The **employee's** time records will be certified and signed by the **employee** not later than his last work shift at the end of the pay period. Timekeeping records shall not be signed in advance of the pay period end with the exception of holidays and special payroll processing. In the event of early processing, **employees** shall estimate their time to be worked and complete the timekeeping record accordingly. Any deviations from the estimated time record shall be coordinated with the timekeeping coordinator in Human Resources.

5.2 Employee Work Shifts/Schedules

a. Flight Personnel Work Shifts

The parties acknowledge that the work shift times are based on current Army/Air Force Training Schedules and may be subject to change if the Army/Air Force Training Schedules are altered. Shifts will not exceed eight hours, exclusive of meal breaks. Meal breaks shall not exceed one hour.

Work shift reporting time shall be 15 minutes prior to student scheduled arrival time; departure time shall be at the discretion of the Division Director and will normally be as soon as practical after student departure. This discretion may be delegated to the Flight Commander. **Employees** will not be required to remain in the work place beyond the reasonable time necessary to complete administrative requirements that are a normal part of their daily work performance unless IAW the provisions of Article XII. **Employees** will not be required to log any hourly leave for time remaining on their shift if they have completed the normal work and administrative functions associated with that work. Remaining time in this instance will be recorded as Professional Study Time (PST).

b. Academic Personnel Work Schedule

The hours shall depend on student training schedules and will be as directed by the Director of Academics. The portion of the workday that exceeds eight hours will be paid per B.4a **Overtime** Payments. Work reporting times

shall be no earlier than one (1) hour prior to student arrival time. Academic personnel meal breaks will be dependent on the student training schedules, but in no case exceed 1 hour. **Employees** will not be required to remain in the workplace beyond the reasonable time necessary to complete administrative requirements that are part of their daily work performances. Remaining time to complete eight (8) hours will be recorded as PST.

c. Air Force Personnel Work Schedules

Air Force Flight and Academic personnel shall be afforded at least 12 hours advance notice of their schedule. Air Force personnel shall notify the Company of pending appointments or commitments (i.e. doctor's appointments or similar) at least five (5) days in advance, and the Company shall make its best efforts to avoid scheduling the **employee** in conflict with such advanced notified appointment.

d. Other Non-Flight Personnel Work Schedule

Reporting and departure time will be as directed by the **employee's** supervisor. The normal workday will be eight hours, exclusive of meal breaks.

e. Extended Downtime

Extended downtimes may be requested on a case-by-case basis to be available for utilization by those instructor pilots who are behind syllabus schedule. Requests for extended downtimes must be made no later than 0930 for the AM shift and 1530 for the PM shift.

f. Modified Work Shifts/Schedules

It may become necessary to temporarily modify work shifts/schedules to accommodate contingency plans implemented because of disaster relief operations, aircraft evacuation, or safety stand down. It may also be necessary to modify shifts/schedules to accommodate temporary shortages of training facilities/equipment. In such circumstances, affected **employees** will be afforded at least 12 hours advance notice of their modified work shifts/schedules. This paragraph does not change either the length or nature of the normal work shift/schedule being modified. All work shifts/schedules will be subject to the provisions of Appendix B.4 and B.8.

5.3 Student/Instructor Ratio

Student/Instructor ratio shall be in accordance with those ratios established by the Company's contract with the U.S. Government at Fort Rucker, Alabama. Instructors may be required to fly students other than assigned students if one or both of their assigned students are not present for duty. If one assigned student is present for duty, the instructor, at his discretion, may fly that student up the maximum allowable time for that day and then he will fly the non-assigned student to syllabus if possible, except when circumstances beyond the control of the instructor exist, (i.e. inclement

weather, maintenance delays and precautionary landings). During evaluation flights, Instructors may be required to fly other than their assigned students. If a warm up flight is required, an Instructor may fly both his assigned students and perform the evaluations. Should the government elect to change the student/instructor ratio in the flight training contract, the Company and the Union will enter into negotiations concerning salary and benefits at the request of either party.

5.4 Floating Instructors

If the Company utilizes Floating Instructors, all Instructor Pilots in the respective flight (class/section) will be placed on a list by hire-date seniority for floating duty. Such list shall be readily available for **employees** to review. Assignment to floating duty will be by seniority on a rotational basis.

Any Instructor on a Float Status may be called upon to work any shift that falls during that portion of the day (e.g. "AM float" may work PER 1, 2, or AM Flight Line. "PM float" may work PER 3, 4, or PM Flight Line). If an IP reports for one period, and is re-directed to another, he/she will receive show pay in accordance with Par B.8 (Shift Reporting). The employee may use hourly sick leave to cover any scheduling conflicts.

5.5 Contract Modification/Augmentation

a. If the Company receives a contract modification with additions to the Statement of Work impacting working conditions, the Company and the Union will enter into negotiations concerning salary and benefits at the request of either party.

b. If the **employees** covered by this CBA are assigned to augment existing military flight or academic training programs, the Company will insure that this will not result in degradation of working conditions, benefits, or work shifts. Selections for these augmentation positions shall be in accordance with Article IX.

ARTICLE VI

JURY OR WITNESS DUTY

6.1 Jury/Witness Duty

Any **employee** who is summoned for jury duty or subpoenaed by a court officer shall be excused with pay for the days summoned or subpoenaed, as long as they are not a party to the legal action. The **employee** will present proof of such duty to his immediate supervisor on the day he returns to work following such duty. **Employees** need not report monies paid to them by the court for their service. An **employee** will be allowed to use jury duty leave during their regularly scheduled work shift until such time as their business with the court is completed. However, if it is reasonable to work either before or after jury duty, the **employee** is expected to report to work.

6.2 Personal Litigation

a. **Employees** involved in any form of personal litigation will not be excused with pay but will use annual leave or sick leave if available, otherwise leave of absence without pay will be used.

b. **Employees** will receive their normal pay and related expenses while involved in any litigation from third parties which is related to work performed on the Company's contract with the government.

6.3 Subpoena for Arbitration Hearings

Employees subpoenaed by an arbitrator pursuant to Articles VII and VIII will be excused from work with pay for those days subpoenaed.

ARTICLE VII

GRIEVANCE PROCEDURES

7.1 Definition

The term "**grievance**" as used in this CBA means a formal complaint concerning interpretation or application of the CBA, traditional work practices or company rules and regulations. When any alleged **grievance** arises, an earnest effort will be made by both parties to resolve the matter at the lowest possible level. An **employee** with an alleged **grievance** may meet with his supervisor to attempt resolution. Any resolution at this level will be on a non-precedent setting basis for both parties. The method for dealing with **grievances** will be through the procedures set out in this CBA.

7.2 Instructions

Filing and processing a **grievance** shall consist of a three (3) step procedure outlined in paragraph 7.3. Beginning at Step 2, all **grievances** will be reduced to writing on the PHPA Local 102 letterhead. The letter of **grievance** defining the CBA violation will be signed and dated by the Executive Board, or its designee, on behalf of the **aggrieved employee**. A record of action taken by the Union and the Company regarding a **grievance** will be entered on the Union and Company letterheads. **Grievances** initially entered at step three (3) will be initiated by the Local 102 Executive Board.

7.3 Procedures

When any **grievance** arises, an earnest effort will be made to settle it according to the following sequence and procedure:

Step 1: In handling an alleged violation of the CBA, the **employee** will inform his Union representative (for step 1, a union representative could be a Steward, Trustee, Executive Board Member, or a Flight Representative) within five (5) work days of the possible violation of the CBA to include the following:

1. The facts forming the basis of the **grievance**.
2. The provisions of the CBA or of a Company rule supporting the **grievance** if applicable.
3. The remedy requested

The Union representative and the **employee** shall schedule an appointment with the **employee's** immediate supervisor during work hours to discuss the suspected violation and to seek a remedy. This meeting must be held within five (5) work days from the date on which the affected **employee** knew or reasonably should have known of the facts on which the alleged **grievance** or violation of the CBA is based. The supervisor shall give his answer to the **employee** within five (5) work

days after the meeting of for the alleged **grievance**. If the alleged **grievance** is resolved, no further action is required.

Step 2: If a satisfactory settlement has not been reached in Step 1, the Union representative will inform the Executive Board and a written **grievance** will be submitted to the Division Director or his designee, or to the Contract Manager or his designee, within five (5) work days on behalf of the affected **employee**. A written answer to the **grievance**, signed by the Division Director, the Contract Manager or his designee, shall be due within five (5) work days with a copy to the Union. If the answer is not acceptable to the Union, the **grievance** shall be considered unresolved.

Step 3: The Union shall notify the Contract Manager, or the Company's designee, within five (5) work days of its intent to continue the **grievance**. A meeting will be scheduled with the Contract Manager, or the Company's designee, and the Union within five (5) work days following notification, for the purpose of reviewing the facts submitted on the unresolved **grievance**. A decision mutually agreed to at this meeting shall be final and binding on the **employee** affected. However, if the Union and Company are unable to reach an agreement on the **grievance**, the Union shall be given a written denial by the Company within five (5) work days from the discussion of the **grievance**.

If the parties fail to reach a satisfactory settlement, the Union shall notify the Company of its intent to arbitrate the issue within ten (10) workdays following receipt of the written denial.

7.4 Suspension or Discharge Cases

In cases involving suspension or discharge the **grievance** must be submitted at Step 3 within five (5) work days of the suspension or discharge.

7.5 Arbitration

Should a **grievance** be referred to arbitration, the Company and the Union shall jointly request the Director of Federal Mediation and Conciliation Service, Washington, D.C., to furnish a panel of seven arbitrators from the Southeast region. Within ten (10) work days after receipt of the panel, either party may request a second panel. Each party may reject one panel. If after ten (10) working days from joint receipt of the accepted panel an arbitrator is not selected, each party will, by the eighth working day, alternately strike one name from the panel until one name remains, who will be designated as the arbitrator. The Company and the Union will jointly notify the selected arbitrator of the date of the hearing. The arbitrator shall hear evidence of both sides and render a decision within thirty (30) calendar days after the hearing is completed. This decision shall be final and binding on both parties when rendered on a matter within the arbitrator's jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Company and the Union.

The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of this CBA. The arbitrator shall have no authority to change, modify or alter any provisions of this CBA. The arbitrator is authorized only to interpret the specific provisions of this CBA and apply them to the **grievance** which is being arbitrated. For a **class action grievance**, the arbitrator shall have the authority to issue or enforce a decision containing a remedy that is retroactive to a date preceding the filing of the **class action grievance** by not more than forty-five (45) calendar days. For individual **grievances**, the arbitrator shall have no authority to issue or enforce a decision containing a remedy that is retroactive to a date preceding the event that gave rise to the **grievance**.

7.6 Time Limits

Time limits for filing a **grievance** listed in paragraph 7.3 begin the work day following the event(s) giving rise to the **grievance**, or the **employee's** knowledge thereof unless otherwise specified in paragraph 7.3. Authorized absences other than IL and PL are not included in these time limits. Time limits in this procedure may be extended by written agreement of the Company and the Union entered into prior to expiration of the time limitation. In computing all time limits under this Article, except as otherwise provided, Saturdays, Sundays, DONSA's and holidays shall not be counted.

7.7 Class Actions

Whenever a dispute arises which affects more than one **employee**, the Union Executive Board may file a **class action grievance** on behalf of all affected **employees**. A **class action grievance** will be entered at step 3 and must be filed within thirty (30) work days from the event giving rise to the **grievance**.

7.8 Retroactive Application

Grievances which arose under any previous CBA, if otherwise timely, will be processed under that CBA.

ARTICLE VIII

SUSPENSION OR DISCHARGE CASES

8.1 Application

The procedure set out in Paragraph 8.2 below is to be used whenever an **employee** is suspected of having committed an offense that would normally result in that **employee** receiving a disciplinary suspension or termination. The **employee** will normally be permitted to continue work until all steps in Paragraph 8.2 are exhausted. However, in unusual circumstances involving alleged misconduct or if the government decertifies the **employee**, the **employee** may be placed on investigatory suspension by the Company, pending the findings of a Company investigation or that of an AR 15-6, or government equivalent investigation. If the suspended or decertified **employee** is reinstated by the Company or recertified by the government and the **employee** is cleared of the allegations, he will be paid for the time that he was suspended during the investigation. Since the investigative process does not follow a specific timeline to completion, the time requirements of this article may be suspended until the completion of the investigation processes. At the completion of the investigation, the Company may reinstate the employee to normal work, issue written reprimand, suspension without pay, or discharge as appropriate.

The time limits in these procedures may be adjusted by mutual agreement of the parties. The company may drop the charges against the **employee** at any step in this procedure. The **employee** has the option to terminate the procedure by filing a resignation letter with the appropriate **management** personnel at any time during the process without setting precedent.

8.2 Procedures

- Step 1: As soon as practical after an alleged offense, the division director will give verbal notice to the **employee** of the specific offense of which he is being accused. Within three (3) work days from such notice, a preliminary meeting shall be held with the **employee** and his Union representative for the purpose of providing a written copy of the charges against him and specific evidence supporting the charges.
- Step 2: Within three (3) work days following Step 1, the Company will hold a due process meeting during which the **employee** and his Union representative must be present. The **employee** and/or his Union representative shall have the right to submit any form of evidence or testimony to refute or mitigate the charges against him.
- Step 3: Within three (3) work days following Step 2, the Company will hold a final decision meeting during which the **employee** and his Union representative must be present. If the charges are dropped, the **employee** will be given a written statement explaining the reasons for the decision. If the **employee** is suspended or discharged, the notice of action being taken, a full explanation of all charges, reasons for the

Company's decision and copies of all evidence used to reach the decision shall be provided by the Company, in writing, to the **employee** and Union at the conclusion of such meeting.

Step 4: The **employee** and/or his Union representative reserve the right to grieve the action under Article VII, Step 3 of the CBA. If the **employee** is cleared of the charges as a result of Article VII proceedings, or for any other reason, the **employee** shall be reinstated to his position and made whole in every respect, unless other arrangements are made by mutual agreement between the parties.

8.3 Probationary Employees

The company and the Union agree that **employees** who are in their first 120 days of employment are on probation and may be discharged if the company determines that their work performance is unacceptable. Discharge involving **probationary employees** are not subject to arbitration, unless the Union establishes that the Company did not have a reasonable basis for determining that the **probationary employee's** job performance was unacceptable.

8.4 Due Process/Decision Meetings

Step II and Step III meetings will be conducted during the **employee's** normal hours without any loss of pay (within the 8-hr time period of having reported to work).

ARTICLE IX

SENIORITY

9.1 Definition

Seniority is defined as the length of continuous service with the Company and previous contractors in any one or more **seniority units** covered by this CBA, and shall be computed from the original **date of hire** except when seniority has been broken (as defined in paragraph 9.4), in which event seniority shall be computed from the last date of rehire. Upon transfer from one **seniority unit** to another, **employees** will transfer their seniority date to their new seniority unit.

Seniority as established prior to 1 October 1987 will remain in effect; however, effective 1 October 1987 the relative seniority of new **employees** who have the same seniority date will be determined in accordance with the last four digits of each **employee's** social security number, i.e., the lowest number has the most seniority, and when the four digits are identical the next previous lowest digit which is not identical will be determinative.

9.2 Seniority List

The Company shall maintain a seniority list for each **employee** by **seniority unit**. The seniority list will include: seniority unit, sequence number, name, payroll number and **date of hire**. Such list shall be revised quarterly and copy provided to both the Union and each Division Director. Said list shall be available to all **employees** for review within each Division.

9.3 Application

The Company, in the application of seniority principles will give preference to length of continuous service if the **employee** presently meets the qualifications of the job, or can meet said qualifications with the usual and normal training to perform the work involved.

9.4 Loss of Seniority Rights

Seniority rights will be preserved during periods of unbroken, **continuous employment**. An **employee's** seniority shall be terminated for the following reasons:

- a. Discharge for just cause, quit, retire or resignation.
- b. Failure to give notice of intent to return to work after recall within the time period specified in the collective bargaining agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall (which must be in accordance with paragraph 9.6b of this agreement.)
- c. Time lapse of 24 full months since the date the **employee** was placed on the inactive **employee** list, except where job injury has occurred.

- d. Failure to return to work upon expiration of a leave of absence.
- e. Failure to submit a timely application, in accordance with the provisions of Uniformed Services Employment and Reemployment Rights Act (USERRA), for reemployment with the Company after active **Military Leave of Absence**.

9.5 Lay Off/Displacement

a. **Employees** will be laid off based on their position on the affected unit seniority list. Junior **employees** will be laid off first.

b. **Employees** who are laid off shall be given a minimum of fifteen (15) consecutive calendar days notice prior to being released. If the layoff date is changed (extended or rescinded) the **employee** will be given notice in writing.

c. **Employees** scheduled for lay off and who are absent from the work place will be notified by the Company by phone and read receipt email. **Employees** shall be responsible for providing the Company with current contact information (telephone, mailing and email address). **Employees** may send their contact information to the Company via email with read receipt.

d. **Employees** who are displaced by elimination of a position or laid off and who have established seniority within another **seniority unit** of the Company and are qualified in that unit, may bump the most junior **employee** in that **seniority unit** with full seniority provided no MOI cost (other than **refresher/qualification training**) will be incurred. **Employees** must notify the Company in writing of their intent to exercise their bumping rights within two working days (2) from the date they receive proper notification under section 9.5b. **Employees** who fail to give proper notice will lose their bumping rights.

e. **Displaced or laid off employees** who have not established seniority within another **seniority unit** but are capable of meeting the proficiency requirements within the allotted MOI training parameters shall be afforded such opportunity before a new **employee** is hired for the same position.

9.6 Recall Rights and Procedures

a. **Employee** recall rights shall be in the inverse order of layoff and limited by the provisions of 9.4. The Company agrees not to hire any new **employees** in any classification covered by this CBA while there are **employees** on layoff in that classification. Classification, as used in this Article denotes aircraft qualification in a specific category of aircraft. Category is defined as rotary wing or fixed wing. An **employee** who is recalled must successfully complete the appropriate category qualification course within the required standards. Classification does not apply to an **employee** on layoff who may be qualified or is capable of qualifying for other positions as defined by Article II, paragraph 2.1a. An **employee** on lay off, or who has been grounded, shall receive notification when other positions come open and will be hired into the position if the **employee** is qualified or the Director of Standards, or HR

Manager as appropriate, determines the **employee** can reasonably be expected to qualify for the position, and the Government approves the **employee** for the position transfer.

b. An **employee** shall be recalled from layoff by means of registered mail/return receipt requested, or read receipt email, sent to the last address of record. The postmark of the return receipt request shall be used as the date of notification of recall. A recalled **employee** shall be required to report to work on the eighth calendar day (or first work day thereafter) following the date of notification of recall. **Employees** who intend to return to work but are unable to comply with the date specified in the recall notice due to active military service or other extenuating circumstances acceptable to the Company, will give notice of intent to return to work on a mutually agreed upon date. It is the responsibility of all **employees** to report to the Company Administrative section any change in address, email or telephone number. An **employee's** failure to keep the Company informed of current address, email and telephone number information shall remove from the Company any liability where such information is necessary for the Company to fulfill its responsibility under this CBA.

c. During periods of high military leave or disability leave the Company may recall IP's, if available, for at least fifteen (15) days, but not more than thirty (30) days (Short Term Recall). Under these circumstances the layoff notification period in 9.5(b) will not apply.

d. An individual may refuse recall of less than thirty (30) days without penalty as long as other **employees** can be recalled. The individual will be credited for the same period of employment as the next junior **employee** below him who returns for the recall.

e. An individual may file a written request asking to be excluded from recalls that are not expected to exceed one hundred twenty (120) days. The request will be honored as long as other **employees** of equal qualification can be recalled. The request may be withdrawn by providing the Company with thirty (30) day written notice. These individuals will not lose their position on the seniority roster.

9.7 New Work or Training Aircraft Change

If the Company is awarded new work directly related to training students in either academic or flight subjects at the Fort Rucker Rotary Wing Flight Training and Flight Training Support Services contract, **employees** under this CBA shall be considered according to their qualification by category, seniority and the considerations set out below:

a. **Employees** covered by this CBA who are being displaced shall have first opportunity to fill new bargaining unit jobs, subject to Government approval. Seniority in a new unit will be in accordance with paragraph 9.1.

b. If the government elects to change training aircraft, those **employees** who instruct in the replaced aircraft will have the opportunity to become qualified in the replacement aircraft. **Employees** who are affected by the change will have priority over

new hires.

1) If, for operational efficiency and benefit of the customer, a new hire other **employee** with lower seniority than other current **employees** completes qualification training in the new aircraft, they will be placed on a seniority roster that includes all **employees** from that division which have elected to accept aircraft transition. All **employees** in that seniority unit will be viewed as equally qualified if the **employee** presently meets the qualifications of the job or can meet said qualifications of the job with the usual and normal training to become qualified.

2) In the event that a layoff becomes necessary, a senior **employee** who is not currently qualified in the new aircraft will be scheduled for qualification training in lieu of being laid off, with the understanding that a junior **employee** that is qualified in the new aircraft will be subject to layoff (following seniority) in accordance with 9.5a.

c. The Company is not required to make a **seniority unit** transfer to meet the personal desires of any **employee** (i.e., ADV/GRAD to TH-67 IERW, etc.). All **employees** will be considered first for any desirable assignment, based on qualifications and seniority and subject to Government approval, before a new **employee** is hired for a vacancy if such move would be at no cost to the Company.

d. **Employees** who are selected for change of aircraft training may be required to continue training students and to perform additional **train-up** during other flight training periods. **Employees** who are required to continue training students will receive regular pay for training students and time and one-half pay for all additional time expended on personal **train-up** on the same day that they fly students. Personal **train-up** time will include all time that the Company requires the **employee** to devote to **train-up** including cockpit training, classroom training, and time actually spent in the aircraft. It will not include travel time, waiting periods in excess of one hour during which the **employee** is free to come and go, or any off-duty training that is not specifically authorized in advance by the Company.

e. There will be no additional benefits during the **train-up** period beyond those already provided.

f. The length of the **train-up** period, individual course of instruction, hours required and methods of instruction will be determined by the Government and the Company.

g. **Employees** who are unable to become qualified as instructors in accordance with the prescribed training will be terminated or transferred to a position for which they are qualified if such vacancies exist.

h. The parties agree that the provisions of Article 9.7 will apply if the government elects to change training aircraft during the term of this CBA. The Union and Company mutually agree that unforeseen situations not specifically covered in Article 9.7 a-g may result in negotiations at the request of either party.

9.8 New Hires

a. Any vacant position covered by this agreement that the Company decides to fill will be offered to the work force by seniority before a new **employee** is hired provided that there are qualified **employees** willing to accept the vacancy and the Government approves the position change. **Management** will notify the Union of the open position, and every **employee** shall sign a Company provided roster indicating their interest in the vacant position with either "YES" or "NO" response within seven (7) work days after the announcement of the open position. The Company will investigate **employee's** prior experience on the job before a new **employee** is considered for hire. **Employees** from the roster who are interested in the position will be selected based on qualification and seniority before a new **employee** is hired for the vacancy if such move would be at no cost to the Company and the Government approves the position change. If no qualified **employee** accepts the vacant position, the Company may hire a new **employee**.

b. The Company retains the right to establish and will publish the requirements of all positions and to determine whether an **employee** is qualified to perform the duties of the position.

c. **Employees** covered in paragraph 2.1 who are new **employees** or who are rehired following a break in excess of 24 full months shall be considered **probationary employees** for the 120 day period beginning the day they successfully complete initial qualification training. The seniority date of new **employees** or those following a break in excess of 24 full months will be the most recent date of hire. Other **employees** not requiring qualification training shall be considered **probationary employees** for 120 days beginning their first day of employment, which date shall be the new seniority date for such **employee**.

d. Method of Instruction (MOI/QC) and Rotary Wing Instrument Flight Examiner (RWIFE) vacancies will be announced to the workforce and personnel selections shall be excluded from the provisions of paragraph 9.8, a, above. MOI and RWIFE personnel will be selected by the appropriate Director of Standards and Director of Advanced in coordination with the resident Division Director. The Director of Standards and Director of Advanced shall establish and publish the requirements and necessary qualifications for all open MOI/QC and RWIFE positions.

9.9 Retraining

The Company and the Union may mutually agree that training be provided for **employees** disabled on the job. These **employees** will be assigned to vacancies for which they are qualified and the Government approves the position change. In such cases, seniority will be determined in accordance with the provisions of 9.3 above.

9.10 Management/Supervisor Personnel

Bargaining unit **employees** promoted to **management/supervisory** positions will continue to accumulate bargaining unit seniority during the first 180 days following their

promotion. During that time period they may return to their former position in the bargaining unit without penalty. Following the completion of 180 days in a **management**/supervisory position, these **employees** will be able to return to the bargaining unit at the salary and benefits appropriate to their years of service, but will have seniority accrual revert to new hire. Those **employees** may not displace current **employees** upon return to the bargaining unit.

ARTICLE X

SAFETY, MEETINGS AND CLASSES

10.1 Safety and Health

The Company and the Union mutually agree to make every effort to ensure the safety and health of all **employees** during their hours of employment, commensurate with Federal and State laws. The Union Vice President will be a member of the Company's Safety Council.

10.2 Meetings

Employees will attend safety meetings and safety stand downs except when on authorized absence(s). **Employees** who miss the monthly safety meeting will read and initial the minutes for that meeting prior to their next flight.

10.3 Inclement Weather Classes

Inclement weather class subjects may be assigned by **management** for presentation by volunteer instructor pilots and alternates.

10.4 Weather Checks

Instructor pilots may be required to conduct weather checks and report the existing weather conditions for informational purposes only. Launch/Recall decision will be made by the appropriate Division Director based on appropriate Government Regulations, Government and Company SOP's and Safety Regulations and SOP's. Fly-no-Fly decision after launch is an individual IP responsibility.

ARTICLE XI

MILITARY SERVICE

11.1 Re-employment Rights

The Company agrees that re-employment rights of **employees** shall be protected according to the statutes pertaining thereto upon returning from active duty in the U.S. Armed Forces.

11.2 Company Action Affecting Military Status

The Company will notify the Union prior to taking any action that shall adversely impact, impair, alter, modify, or revise the protections, rights, and benefits afforded by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

11.3 Pay Status for Military Reserve/Guard Members

Employees who are active members in the Reserve or Guard shall have the option to choose to use any of the following types of pay codes when serving in the Reserve/Guard.

- a) Unpaid Military Leave
- b) Personal Leave
- c) Vacation Leave

Option b) and c) can be used if the **employee** has that type of leave available for use.

ARTICLE XII

EMPLOYEE TRAINING PROGRAMS, CLASSES AND BRIEFINGS

12.1 Training Programs

New training programs for **employees** may be introduced as the need is identified by the Company. Such programs will be coordinated with the Union prior to their implementation.

12.2 Written Notification of a Training Program(s)

The Company will provide to the Union a description of each new training program(s) as follows:

- a. The Company will identify the training program objectives.
- b. The proposed length of the training program.
- c. The **employee** qualifications for training program participation.
- d. Any changes to the working conditions for the **employee**.

12.3 Training Classes and Briefings

Employees may be required to attend Company or government directed training classes and/or briefings. The Company will attempt to accomplish the requirements for any training class and/or briefing during the normal work shifts or schedules as defined in Article V, section 5.2. If the training class/briefing cannot be accomplished during the eight (8) hour shift/schedule, the provisions of B.4 Section b. will apply.

12.4 Changes to Working Conditions

Changes to the working conditions of the **employee** will be cause to open negotiations at the request of either party in accordance with Appendix F.2 of this CBA.

ARTICLE XIII

SPECIAL CLOTHING AND EQUIPMENT

13.1 Provision

Employees will be issued or be reimbursed for the cost of any special clothing and equipment required by the government for the performance of their flight duties. Said special clothing and equipment will be Company or government furnished equipment (GFE), issued directly to the employee. The Company will provide the initial set of name tags and name tapes per uniform type. The Company shall issue a new set, defined as two (2) each, of name tags or name tapes, as appropriate, any time the Company makes a change in uniform and/or the Company makes a name change. The employee will remain liable for issued clothing and equipment as long as it is in his possession excluding normal fair wear and tear. It is the employee's responsibility to maintain issued equipment and clothing in a satisfactory state of use. All Government and Company supplied equipment must be turned in when the employee is separated, medically disqualified, resigns, is laid off, is no longer in any paid leave status, or is called to military active duty. An employee who will not be working for period greater than thirty (30) days must turn in their CAC to HR staff at building 4509.

13.2 Flight Boots

The Company will provide designated employees \$125.00 per year, to be paid to the employee the first paycheck in January and all following years of the CBA, towards the purchase of approved Flight Boots.

13.3 Company Uniforms

The Company will provide each employee \$45.00 per year, to purchase under layer clothing made of cotton, wool, nomex, or materials approved by AR 670-1, and polo / button down shirts, and slacks for all employees, to be paid in the first paycheck in January and all following years of the CBA. The uniforms must conform to the Company Dress Code Policy.

ARTICLE XIV

MANAGEMENT RIGHTS

14.1 Recognition

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

14.2 Management

Except as specifically abridged, delegated or modified by a specific provision of this CBA, or any supplementary agreements that may hereafter be made, all the rights, powers and authority the Company possessed prior to the signing of this CBA are retained by the Company and remain exclusively and without limitation within the rights of **management**. The exercise of such rights does not require any prior discussion or negotiation with the Union. Rights of **management** include, among other things, but are not necessarily limited to, the right to establish or continue policies, practices and procedures for the conduct of business and from time to time change or abolish any of such policies, practices, or procedures; the right to hire, assign, transfer, offer promotion, reclassify, suspend for just cause, or discharge for just cause, the making of reasonable rules and regulations not in conflict with this CBA, to relieve **employees** from duty because of lack of work, and to maintain discipline and efficiency of **employees**, provided that this will not be used for the purpose of discrimination against any **employee**. Bargaining unit **employees** shall not be required to perform **management/supervisory** duties, except as provided in Appendix B.10b.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this CBA.

14.3 Enforcement

Policies, rules and regulations shall be enforced consistently. An **employee** will acknowledge in writing receipt of any written form of discipline. Written warning notices not involving a suspension will be returned to the **employee** after twelve (12) months from date of issue. Written warning notices involving a suspension will be returned to the **employee** after eighteen (18) months from date of issue.

14.4 Restrictions for Supervisors

Supervisors will not perform bargaining unit duties except as follows:

a. Performance of such duties is required to accomplish and maintain proficiency and/or to maintain a viable quality control program provided the event was

scheduled within 24 hours preceding the event. This event need not be specifically tied to any one instructor or set of students. The manager may fly one student each from two separate instructors in order to maximize efficiency in the conduct of his Quality Control duties.

b. Under extremely unusual situations, not on a recurring basis. (Normal programmed absences, sick leave, reserve duty, mobilization exercises and setback students as predicted by historical data are not considered extremely unusual situations). Historical data used for this decision will be derived from the request for bid proposal furnished by the Government to each prospective bidder. The Company will be required to hire and train the appropriate number of **employees** to prevent reoccurrence.

c. Performance of such duties is approved by the Contracting Officer's Representative. Upon written request, regardless of written or oral approval by the Government, the Company will provide the Union in writing the specifics from their request to the Government and the specifics of the Government approval to the Company.

d. If the Government elects to change training aircraft, those supervisors who are affected by the change will have a reasonable opportunity to train in the new aircraft so that they can become qualified supervisors. The qualification training of supervisors will not result in a reduction of the number of **employees** otherwise required to train students.

e. Supervisors will not be used to cover absences for Sick Leave or Annual Standardization Review except under the following circumstances:

- a) A request was made to Director of Standards/MOI for an MOI IP to backfill the requirement and the request was denied
- b) No Overtime Instructor could be found to backfill the requirement.
- c) The students whose Instructor is absent are behind the cumulative syllabus hours for the training day being missed.

f. To preclude sitting students, MOI/QC personnel may be used to cover absences other than programmed absences. A programmed absence is defined as Annual Leave, Military Leave, Annual Standardization Review, and Personal Leave when at least fifteen (15) days' notice is given. MOI/QC personnel may be used to cover weekend military duty (IDT) and up to five (5) days of short-notice Military Leave when less than fifteen (15) days' notice is given.

14.5 Company Policy Letter

Whenever the company issues policy letters that affect all bargaining unit **employees**, they will be numbered according to the Company's Policy, Procedure and Instruction (PPI) and form numbering system. A copy of all active policy letters will be maintained in all Company reading files.

14.6 Director's Policy Letter

Whenever a Director issues policy letters affecting bargaining unit **employees** in his division, they will be numbered according to the Company's Policy, Procedure and Instruction (PPI) and form numbering system. A copy of all active policy letters will be maintained in the reading file for the respective division.

Whenever a Director issues a memorandum affecting bargaining unit **employees**, they will be numbered sequentially and maintained in the reading file for the respective division.

14.7 Union

Copies of the above-referenced letters and memorandums will be provided to the Union.

ARTICLE XV

STRIKES AND LOCKOUTS

15.1 The Union, its officers, agents, representatives and members agree that for the duration of this CBA there shall be no strikes, sit downs, slow downs, stoppages of work or any acts of any nature which would slow down or interfere with production and no picketing of any kind whether predicated upon economic issues, **grievances**, sympathy for other **employees** of the Company or of any other employer at Ft. Rucker; nor shall any such acts be promoted, condoned or encouraged by the Union, its officers, agents or representatives. For the purpose of this agreement, flying syllabus does not constitute a slow-down, however every effort will be made to attain total cumulative syllabus. The Company agrees that for the duration of this CBA there shall be no lockouts.

15.2. In the event of any violation of Section 15.1 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 about an end to such misconduct.

15.3 This Article does not delete the provisions of the **grievance**/arbitration process.

ARTICLE XVI

MEDICAL EXAMINATIONS

16.1 Scheduling of the FAA Medical Examination

The Company shall notify the **employee** at least sixty (60) days prior to the FAA Second Class Medical Certificate expiration date. It will be the responsibility of the **employee** to schedule the annual second class medical examination in accordance with Company policy letters. It will be incumbent on the **employee** to complete and pay for the second class medical examination, and any required co-payments, prior to assuming duties in any flight position. The **employee** will schedule all appointments for medical examination/testing during non-duty hours. If the Company requires a letter from an AME when not required per the FAA, the Company will reimburse those cost not covered by the employee's insurance.

16.2 Condition of Employment

All personnel holding a position that requires successful completion of an annual FAA Second Class Certificate as a condition of employment will ensure timely accomplishment of the required annual Second Class medical examination. Grounded **employees** will notify Company Human Resources Personnel of their medical status at least every two weeks, or when any change occurs that will affect the duration of the grounding. The following will be considered acceptable methods of contact:

1. In person contact with Human Resources staff at building 4509;
2. Contact by phone at (334) 598-6342;
3. Contact by mail at P.O. Box 620339, Fort Rucker, Alabama 36362;
4. Contact by fax at (334) 598-6019;
5. Contact by email hr@ursrucker.com

Personnel on or returning from layoff, SLOA or military deployment, will not be paid for time devoted to updating their flight physical status.

Any Employee who receives any communication that may affect his/her medical Flight Status shall immediately report such communication to his Supervisor as soon as possible after it has been received.

16.3 Change in Type

In the event that the Government changes the type of medical certificate requirement to another class of FAA or government medical qualification, the Company and union shall open negotiations to implement the new requirement.

16.4 Hearing Conservation

1. **Employees** shall use their best efforts to schedule their annual Hearing Conservation Screening in conjunction with their annual FAA Medical Examination.

2. In the event it becomes necessary, the Company shall schedule an **employee's** Hearing Conservation Re-test during the **employee's** regular work shift.

ARTICLE XVII

FLIGHT EVALUATIONS AND REVIEWS

17.1 Initial Acceptance Evaluations

To be eligible for employment, flight instructor **employees** covered under this CBA must successfully complete a Government acceptance evaluation upon completion of the Company's Method of Instruction course.

17.2 Standardization Review/Unannounced Flight Evaluations

Flight Instructors covered by this CBA must complete a periodic standardization review by either Government or Company MOI/QC personnel in order to maintain employment status with the Company. These **employees** are also subject to unannounced flight evaluations by either Government and/or Company MOI/QC personnel. Failure to successfully complete such periodic standardization reviews/unannounced flight evaluations will require additional training by Company MOI/QC personnel. A second unsuccessful annual standardization review/unannounced flight evaluation in a one year period may result in the application of Article 4.2. Additional unsuccessful reviews in the same aircraft during the succeeding annual standardization review or unannounced flight evaluation within a one year period, may, at the discretion of the Company, result in discharge.

17.3 Schedule/Work Shifts

The **employee** will not teach students (in flight or ground instruction) on the day of his periodic standardization review or during Unannounced Flight Evaluations.

17.4 Overtime

Employees will be entitled to **overtime** in accordance with Appendix B.

ARTICLE XVIII

UNION ACTIVITY

18.1 Conduct

No **employee** will engage in Union activities on the property used by the Company which might interfere with production or training. Any officer of the Union may conduct activities concerning an outstanding **grievance** against the Company during their normal work shift provided such conduct does not result in interference with production or training or create a situation whereby flight duties must be accomplished by **management**. The Union will be allowed to brief membership or make Union announcements prior to or after daily flight commander briefings so long as such business does not interfere with **management** preparation for student arrival. Conduct of Union business in the presence of students or the government is strictly prohibited. Officers and members of the Union may support Union efforts at locations other than Ft. Rucker, as long as it does not discredit the Company or government. Such support will be on the **employee's** own time.

18.2 Bulletin Boards

The Company will provide suitable space at each operating facility for the location of a Union Bulletin Board to be used solely for Union purposes. Union postings will not contain anything that is defamatory, derogatory, of a personal nature, or otherwise unprofessional. Any postings that are not in accordance with this Article will be immediately removed. Seniority rosters shall be available for review in the Division Director's office.

18.3 Union Leave

The Company will authorize unpaid absences for up to three (3) Union members for the conduct of union activities, including participation in National and International forums of interest to local union members. Any authorized Union activity absence shall be treated as time worked and not considered a programmed absence.

ARTICLE XIX

WEEKEND AND/OR HOLIDAY SCHEDULE

19.1 Initial Notification

Employees required to perform weekend or holiday duty will be notified during the first fifteen (15) minutes of their work shift on the last scheduled duty day preceding the day or days to be worked on the weekend and/or holiday.

19.2 Use of Alert System

Company telephone alert system will be used to cancel or delay scheduled weekend and/or holiday flying. Notification of the cancellation or delay will be accomplished by the Company not later than two (2) hours prior to the scheduled reporting time of the **employees**.

19.3 Reimbursement

No **employee** will be eligible for reimbursement of any kind if the scheduled weekend and/or holiday duty is canceled prior to twelve (12) hours before the **employee's** scheduled reporting time. If weekend or holiday duty is canceled within twelve (12) hours of the scheduled reporting time the **employee** will receive one hundred (\$100.00) standby pay. **Employees** who do not receive notification despite reasonable efforts by the company, will be treated as if timely notification was provided by the Company.

19.4 Modified Work Schedule

Any modification to weekend/holiday schedules will be handled in accordance with Appendix B and Appendix F of this CBA.

ARTICLE XX

OVERTIME

20.1 Procedures

The procedures in this paragraph apply only to individuals asked to work in addition to their regular work shift/schedule. Weekend **overtime** shall be performed in accordance with the provisions of Article XIX of this CBA. The Company agrees to equalize planned **overtime** as much as possible within the constraints dictated by the type and availability of equipment and crew rest requirements. In an effort to accomplish this objective the following procedures will be followed:

a. An **overtime** roster will be maintained for each **seniority unit** indicating each **employee's** seniority date and number of **overtime** opportunities credited. This roster will be maintained in the Deputy Division Director's office and available for review by each **employee**. Letters from **employees** desiring to decline **overtime** opportunities, per 20.1b will be on file with the roster.

b. Whenever the Company determines that **overtime** is required it will offer the **overtime** based on seniority until every **employee** in the **seniority unit** has been credited with an **overtime** opportunity. Phone calls offering overtime should be made no later than thirty (30) minutes after IP show time for called in sick leave, and as soon as possible in extenuating circumstances. Thereafter, the **employee** with the lowest amount of **overtime** opportunities will be offered the **overtime** first. In cases where more than one **employee** has the same number of credited **overtime** opportunities, seniority shall be the determining factor. **Employees** may decline to be contacted for **overtime** opportunities with the provision of a letter to their Division Director stating desire. The **employee** may withdraw the letter at any time in writing to the Division Director. This election will not exempt an **employee** from paragraph 20.1a and 20.1c. Any employee who has committed to and assigned an Overtime position, then cancels with anything less than 12 hours' notice, will be ineligible for overtime for 20 days.

c. The procedures noted above will not apply to cases involving student pilots who have not flown a supervised solo. In such cases, the same IP may be assigned to the student for both days of the weekend and receive two **overtime** opportunities.

d. **Overtime** opportunities will be charged to **employees** who refuse the **overtime** work as if they had actually worked. These exceptions shall apply:

1. Weekends or holidays associated with annual leave, military leave of absence, bereavement leave, special leave of absence without pay (SLOA) or immediately following a day of sick leave.

2. Regularly scheduled National Guard or Reserve unit scheduled training periods.

3. Weekend or holiday work assignments which are a part of the **employee's** regularly assigned flight/students.

Exceptions will not be made for any other reasons, including Additional Flight Training Periods (AFTP's) and Professional Study Time (PST).

e. A newly-hired **employee** will not be offered weekend or holiday **overtime** during his probationary period unless all regular **employees** of his **seniority unit** have been offered the work or all **employees** of the **seniority unit** are working **overtime**. Upon completion of the probationary period, an **employee** will be placed on the **overtime** list for that **seniority unit** and credited with the highest number of opportunities for that **seniority unit**.

f. An **employee** who changes **seniority units** will be placed on the **overtime** list for his new **seniority unit** and credited with the highest number of opportunities for that **seniority unit**.

20.2 Aircraft Evacuation

In the event that aircraft must be evacuated, the Company will seek volunteers by seniority, based on availability due to ongoing student training. **Employees** will receive one and one-half times their daily rate of pay for all days spent away from Ft. Rucker in connection with an evacuation. Per-Diem and travel expenses shall be paid in a manner consistent with the government's Joint Travel Regulations. The repositioning of aircraft within the local Ft. Rucker facilities does not qualify for per diem or **overtime** unless **overtime** is justified by Appendix B.4.

ARTICLE XXI

SEVERABILITY OF THE CONTRACT

21.1

Should any provision or provisions of this CBA be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by reason of any decree of a court of competent jurisdiction such invalidation of such part or parts of this CBA shall not invalidate the remaining portions thereof and the said remaining portions shall remain in full force and effect.

ARTICLE XXII

CONCLUSIVENESS OF THIS AGREEMENT

22.1 Conclusiveness

It is understood and agreed by and between the parties, hereto, that this contract is conclusive between the parties as to the adherence to all Articles contained herein and agreed upon.

22.2 Appendices

Items relating to pay and benefits shall be as set forth in the Appendices, attached to and made a part of this Agreement as follows:

Insurance	Appendix A
Pay and Benefits	Appendix B
Sick Leave/Personal Leave	Appendix C
Types of Authorized Absences	Appendix D
Final Pay	Appendix E
Negotiations	Appendix F
Date of Hire Roster	Appendix G
Terms & Definitions	Appendix H
Payroll Deduction Form	Appendix I
Early Retirement Program	Appendix J
Part-time Employment	Appendix K
Signature Page	Appendix L

APPENDIX A

INSURANCE

A.1 Eligibility

a. The Company will make available BCBS of Alabama PPO or comparable insurance program to all full time regular **employees**. New **employees** will be eligible for the insurance program on the first day of **employment**. Recalled **employees** who have continued their insurance while in a lay-off status will have continuous coverage. Recalled **employees** who have not continued their insurance will be covered on the first day of work following recall. **Employees** will be responsible for completing the benefit enrollment process.

b. Medical coverage will be provided for up to thirty days to dependents of **employees** who are on active military leave for 30 days or less if dependent medical care is not provided by the military. **Employees** returning from military leave may obtain medical coverage from the first day that they are back at work.

c. The Company shall make available (online) a summary of the insurance plan/policy to each **employee** within thirty (30) days of issue. A benefits booklet can be found at www.bcbsal.org.

d. **Employees** are responsible for verifying their benefits enrollment and immediately initiating appropriate changes to their insurance coverage. Changes that would affect their coverage include removal of dependents no longer eligible for coverage, adding newly eligible dependents, changes in marital status, etc. **Employees** who fail to provide timely notice must reimburse the Company for any premiums that are unnecessarily paid on their behalf.

A.2 Coverage

Medical insurance coverage that includes hospitalization, major medical and dental benefits and vision care for all **employees** and their eligible dependents will be made available by the Company.

A.3 Life Insurance

Life insurance with AD & D provisions will be furnished that includes full benefits for injury or death to include while the **employee** is performing flight duties for the Company. Life insurance benefits will be:

1. All **employees**: The Company will provide **employees** with Term Life and AD&D Insurance equal to one-times (1 X) their annual base salary.

2. Spouse & Dependents: **Employees** may elect to participate in the Company's optional Spouse and Dependent Term Life Insurance Program as described in the Summary Plan Description and at the **employees'** expense.

Coverage amounts are subject to age based reductions beginning at age 70. The Company will make arrangements for **employees** to purchase additional life insurance at their own cost.

A.4 Loss of Time Benefits

Loss of time benefits shall be provided each employee with coverage of 66 2/3rds% of weekly base pay earning, as a salary continuation program. This amount begin on the 8th calendar day of the disability and will be paid by the Company for a period of up to twenty-six weeks.

A.5 Workmen's Compensation

Workmen's Compensation will be provided in accordance with Alabama State Workmen's Compensation laws.

A.6 Change of Underwriter

If the Company changes the insurance underwriter, the new underwriter must agree to cover any pre-existing conditions covered by the previous underwriter and accept any previously paid deductible.

A.7 Loss of Insurance

Employees who are laid-off, resign or are discharged for cause will lose all insurance benefits on the last day of the month of resignation or discharge. Insurance loss also occurs as set forth in Appendix D.4. Affected **employees** will be afforded continuous coverage of medical benefits in accordance with existing COBRA regulations at their own expense.

A.8 Plan Summary

A copy of the Summary Plan Description will be made available to all **employees** via the benefits website.

MEDICAL BENEFITS

The Company and **employees** will share the cost of medical and dental premiums on a 80%/20% basis with the Company contributing 80% and **employees** contributing 20%. Increases will be borne on the same percentage basis. The current **employee** biweekly contributions are listed below:

Employee Contributions	Medical	
Per Pay Period	Current Biweekly	January 1, 2021
Employee	\$89.99	\$89.99
Employee/Spouse	\$178.27	\$178.27
Employee/Child(ren)	\$145.40	\$145.40
Family	\$182.01	\$182.01
Employee Contributions	Dental	
Employee	\$2.82	\$2.66
Employee/Spouse	\$6.16	\$5.81
Employee/Child(ren)	\$4.59	\$4.33
Family	\$9.80	\$9.25

The new rates will become effective on the first pay period in each new year.

A.9 Health Waiver Allowance

Employees may elect to waive health coverage and receive the following annual amounts. **Employees** may waive health coverage and elect to purchase dental coverage. Waiver allowance will be paid on a biweekly basis.

Eligible Coverage	Waiver	
	Annual	Biweekly
Employee	\$ 3,000.00	\$ 115.38
Employee/Child/ren	\$ 4,000.00	\$ 153.85
Employee/Spouse	\$ 5,000.00	\$ 192.31
Family	\$ 6,000.00	\$ 230.77

APPENDIX B
PAY AND BENEFITS

B.1 Wage Schedules

Flight Instructors Year	OCT 1 2020		OCT 1 2021		OCT 1 2022	
	biweekly	hourly	biweekly	hourly	biweekly	hourly
0-1	\$ 3,596.80	\$ 44.96	\$ 3,704.70	\$ 46.31	\$ 3,834.37	\$ 47.93
1-2	\$ 3,693.60	\$ 46.17	\$ 3,804.41	\$ 47.56	\$ 3,937.56	\$ 49.22
2-3	\$ 3,790.40	\$ 47.38	\$ 3,904.11	\$ 48.80	\$ 4,040.76	\$ 50.51
3-4	\$ 3,887.20	\$ 48.59	\$ 4,003.82	\$ 50.05	\$ 4,143.95	\$ 51.80
4-5	\$ 3,984.00	\$ 49.80	\$ 4,103.52	\$ 51.29	\$ 4,247.14	\$ 53.09
5-6	\$ 4,080.80	\$ 51.01	\$ 4,203.22	\$ 52.54	\$ 4,350.34	\$ 54.38
6-7	\$ 4,177.60	\$ 52.22	\$ 4,302.93	\$ 53.79	\$ 4,453.53	\$ 55.67
7-8	\$ 4,274.40	\$ 53.43	\$ 4,402.63	\$ 55.03	\$ 4,556.72	\$ 56.96
8-9	\$ 4,370.40	\$ 54.63	\$ 4,501.51	\$ 56.27	\$ 4,659.06	\$ 58.24
9-10	\$ 4,467.20	\$ 55.84	\$ 4,601.22	\$ 57.52	\$ 4,762.26	\$ 59.53
10-11	\$ 4,724.00	\$ 59.05	\$ 4,865.72	\$ 60.82	\$ 5,036.02	\$ 62.95

Flight Sim Instructors Year	OCT 1 2020		OCT 1 2021		OCT 1 2022	
	biweekly	hourly	biweekly	hourly	biweekly	hourly
0-1	\$ 2,999.20	\$ 37.49	\$ 3,089.18	\$ 38.61	\$ 3,197.30	\$ 39.97
1-2	\$ 3,188.00	\$ 39.85	\$ 3,283.64	\$ 41.05	\$ 3,398.57	\$ 42.48
2-3	\$ 3,375.20	\$ 42.19	\$ 3,476.46	\$ 43.46	\$ 3,598.13	\$ 44.98
3-4	\$ 3,562.40	\$ 44.53	\$ 3,669.27	\$ 45.87	\$ 3,797.70	\$ 47.47
4-5	\$ 3,750.40	\$ 46.88	\$ 3,862.91	\$ 48.29	\$ 3,998.11	\$ 49.98
5-6	\$ 4,028.80	\$ 50.36	\$ 4,149.66	\$ 51.87	\$ 4,294.90	\$ 53.69

Academic Instructors Year	OCT 1 2020		OCT 1 2021		OCT 1 2022	
	biweekly	hourly	biweekly	hourly	biweekly	hourly
0-1	2692.80	33.66	2773.58	34.67	2870.66	35.88
1-2	2844.80	35.56	2930.14	36.63	3032.70	37.91
2-3	2992.80	37.41	3082.58	38.53	3190.47	39.88
3-4	3140.80	39.26	3235.02	40.44	3348.25	41.85
4-5	3289.60	41.12	3388.29	42.35	3506.88	43.84
5-6	3523.20	44.04	3628.90	45.36	3755.91	46.95

Schedulers Year	OCT 1 2020		OCT 1 2021		OCT 1 2022	
	biweekly	hourly	biweekly	hourly	biweekly	hourly
0-1	1537.60	19.22	1568.35	19.60	1599.72	20.00
1-2	1583.20	19.79	1614.86	20.19	1647.16	20.59
2-3	1629.60	20.37	1662.19	20.78	1695.44	21.19
3-4	1676.80	20.96	1710.34	21.38	1744.54	21.81
4-5	1723.20	21.54	1757.66	21.97	1792.82	22.41
5-6	1769.60	22.12	1804.99	22.56	1841.09	23.01

B.1 Wage Schedules Continued:

Clerks/Publications/ Supply Year	OCT 1 2020		OCT 1 2021		OCT 1 2022	
	biweekly	hourly	biweekly	hourly	biweekly	hourly
0-1	1446.40	18.08	1482.56	18.53	1519.62	19.00
1-2	1489.60	18.62	1526.84	19.09	1565.01	19.56
2-3	1533.60	19.17	1571.94	19.65	1611.24	20.14
3-4	1577.60	19.72	1617.04	20.21	1657.47	20.72
4-5	1621.60	20.27	1662.14	20.78	1703.69	21.30
5-6	1684.80	21.06	1726.92	21.59	1770.09	22.13
Level 7+	2454.40	30.68	2504.00	31.30	2553.60	31.92
Level 5+	2644.80	33.06	2697.70	33.72	2751.65	34.40

Custodial Year	OCT 1 2020		OCT 1 2021		OCT 1 2022	
	biweekly	hourly	biweekly	hourly	biweekly	hourly
0-1	1101.60	13.77	1123.63	14.05	1146.10	14.33
1-2	1276.80	15.96	1302.34	16.28	1328.38	16.60
2-3	1453.60	18.17	1482.67	18.53	1512.33	18.90
3-4	1628.80	20.36	1661.38	20.77	1694.60	21.18
4-5	1804.80	22.56	1840.90	23.01	1877.71	23.47
5-6	2000.00	25.00	2040.00	25.50	2080.80	26.01

Note: Level 7+ and Level 5+ are grandfathered personnel and subject to Custodial increases.

Monetary increases affecting wages and pension will become effective the first full pay period following the date specified.

Clerks, Publication Specialist, and Flight Schedulers employed as of the effective date of the October 1, 2008 Agreement will be grandfathered under the former wage structure (Level 7). All other classifications and new employees hired after the effective date of that agreement will fall under the new wage schedule above.

B.2 Salary

a. Years: All **employee** pay rates will be based on years of service. **Date of hire** or **adjusted date of hire** will be used to determine years of service.

b. **Employees** will progress from one pay level to the next on the first day of the pay period closest to the anniversary of their **date of hire** or **adjusted date of hire** whichever is applicable.

c. Adjustment to **date of hire** will be in accordance with the definition found in Appendix H of this Agreement.

B.3 Retirement/401k Plan

a. The Company shall provide each **employee** a 401k plan conforming to the provisions of IRS Rule 401k (and will be referred to hereafter as the "401k Plan"). The Plan shall be made available to **employees**. Contributions and loan payments made by payroll deduction shall be deposited in the 401k plan within one week from the day **employees** normally receive pay for each pay period and shall be vested 100% in each participating **employee's** name on that day. Reports of earnings shall be made to all plan members on a **quarterly basis** (see Appendix H). Administration of the plan may be done by an investment firm or by an independent firm and may be changed from time to time at the discretion of the Company and the approval of a majority of the participants. **Employees** will be provided access to review their personal account activity via the internet or by phone.

b. All administrative costs of the 401k Plan will be borne by the Company at no expense to the **employee** with the exception of loan administration fees.

c. The Company shall withhold from each **employee's** pay each pay period the percentage of gross pay (within IRS limitations) requested by each **employee** as his individual contribution to the 401k Plan, and shall deposit such funds with the selected financial institution.

d. Within fourteen (14) days following each pay period, the company shall make a 401(k) plan contribution as follows:

Employees hired prior to 1 November 2014 will receive a 401(k) plan contribution equal to 8% of the **employee's** salary (excluding any sick leave payouts, travel or special pays) with the selected financial institution as the company's contribution to the individual's 401(k) plan.

Employees hired after 1 November 2014 will receive a defined contribution of 4% of the **employee's** salary (excluding any sick leave payouts, travel or other special pays) to the individual's 401k plan. The company will also make a matching contribution equal to the contribution of the **employee** not to exceed 4% of the **employee's** base compensation (excluding any sick leave payouts, travel or other special pays).

e. **Employees** may begin individual contributions to the 401k plan at any time. Subsequent changes to individual contributions may be made in accordance with the 401k Plan Administrator rules.

B.4 Overtime/Additional Class Section Payments

a. Overtime shall be paid at the rate of one and one-half (1½) times the normal hourly rate of pay. For Flight and Academic Instructor personnel, hourly overtime shall be paid for all hours worked over eight (8) hours. For non-instructor personnel (clerk, flight scheduler, publications specialist, supply, and custodial classifications) hourly overtime shall be paid for all hours worked over forty (40) in a work week. Overtime will be recorded and paid in tenths of an hour. The Flight Instructors who accept an additional flight period will have a minimum of 4 hours training with students.

Academic Instructors who instruct an additional class section will receive one hundred dollars (\$100.00) in addition to their regular and overtime pay as appropriate. Flight Instructors who instruct an additional flight period will receive three hundred dollars (\$300.00) in addition to their regular and overtime pay as appropriate.

b. Weekend **overtime** pay for Saturdays will be at one and one-half (1½) times the normal **hourly** rate of pay. Sundays and Federal holidays will be two (2) times the normal **hourly** rate of pay.

c. Programed training on Saturdays as part of USAACE's IERW Optimization Plan will result in the following compensation and benefits to affected employees.

1. Programmed training on Saturdays will be an eight (8) hour day conducted in the same manner as any other training day IAW article 5.2.a. Programmed training on Saturdays will be paid at two (2) times the normal hourly rate of pay. Employees will be provided specific timekeeping instructions to account for work shift time, Professional Study Time, and WX time or other appropriate pay codes to ensure appropriate compensation.
2. Scheduled annual leave for programmed training on a Saturday will be paid at two (2) times the normal hourly rate of pay. Sick leave will be paid at straight time as any other assigned work day.
3. Employees will be granted 1 hour of additional sick leave for each programmed training day on a Saturday in which they worked or were on scheduled annual leave. This additional time will be determined after the final programmed Saturday of the fiscal year and will be added to the sick leave balances of active employees. The additional sick leave will be added to the balances of employees terminating prior to the end of the fiscal year and processed with final pay.
4. Academic Instructors who instruct an additional class section on a programmed Saturday will receive two hundred twenty-five dollars (\$225.00) in addition to their overtime pay.

B.5 Multi-Aircraft Currency Premium

An **employee** maintaining dual aircraft currency will receive a salary premium increase of one hundred fifty dollars (\$150) per pay period.

B.6 Night Differential

Night differential shall be paid at the rate of thirty five (\$35.00) per night in addition to the normal daily pay for Simulator periods 4, 5, 6, and 7. Night differential shall be paid at the rate of forty-five dollars (\$45) per night in addition to the normal daily pay for Night 1 and Night 2 flight line shifts. **Employees** on afternoon flight periods that terminate after official sunset shall not receive night differential pay for such flights.

B.7 Additional Instructor Training

Employees who are selected for change of aircraft training may be required to continue training students and to perform additional **train-up** during other flight training periods. **Employees** who are required to continue training students will receive regular pay for training students and time and one-half pay beyond eight (8) hours for all additional time expended on personal **train-up** on the same day that they fly students, as outlined in Article IX paragraph 9.7 d.

B.8 Shift Reporting

Employees who report for a scheduled work shift and:

a. are dismissed in less than one and one-half (1 ½) hours from scheduled reporting time and required to report for a later shift, or stand by the phone, that same day shall receive seventy dollars (\$70.00) plus normal pay for the shift worked.

b. are dismissed and not required to report to work on an additional shift that same day shall receive normal pay for that shift.

c. are dismissed in more than one and one-half (1 ½) hours from scheduled reporting time and are required to report for a later shift the same day shall receive the normal daily pay for the first shift work period reported to and will be paid at a rate of one and one-half (1½) times the normal rate of pay for the additional hours worked.

B.9 Distinctive Uniforms Expense Reimbursement

If the Company requires personnel to wear a distinctive uniform other than the issued flight suits then the following will apply:

a. Biweekly uniform maintenance expense reimbursement of twenty-eight (\$28.00) will be provided.

b. Initial uniform expense reimbursement of three hundred (\$300.00) will be paid provided that the eligible **employee** has not received reimbursement previously. If the Company changes the uniform from previous color, style or type, sufficient funds shall be allocated by the Company to make the change.

c. Personnel that are not required by the Company to wear distinctive a uniform or flight suit shall wear appropriate business casual attire.

B.10 MOI/QC Personnel:

MOI/QC Instructor Pilots will be paid and treated accordingly to the following provisions:

a. The work shift may depend on student schedules, in which case the work shift shall be as directed by the appropriate supervisor but shall not exceed eight (8) hours, exclusive of meal breaks.

b. Will perform briefing officer duties as directed.

c. Personnel assigned MOI/QC duties will retain seniority rights in the bargaining unit consistent with his/her **original date of hire**, or **adjusted date of hire**. MOI/QC personnel in flight divisions will be paid their flight instructor base salary plus one-hundred thirty-five dollars (\$135) per pay period over base salary. Army Program Academic QC personnel will receive one-hundred thirty-five dollars (\$135) per pay period over base salary. A MOI/QC **employee** who requests a move from MOI/QC duties back to IP duties or another bargaining unit position, or whose position is eliminated, will revert to the pay scale consistent with the new position.

d. Personnel selected for MOI/QC will be at least a year 4 **employee**. This restriction will not apply to MOI/QC instructors working in newly acquired business during the first two years of a contract and there are insufficient **employees** who are qualified to perform the work without the need for qualification training.

B.11 Air Force Instructor Pilot Duties

Due to multiple program of instruction qualification requirements, Air Force Instructor Pilots will be paid an additional one-hundred twenty-five dollars (\$125) per pay period above their base salary. Air Force Instructor Pilots who are, in addition, mission qualified will be paid an additional fifty-five dollars (\$55) per pay period above their base salary.

B.12 Academics Education Premium

All academics personnel who hold a masters degree, will receive one hundred five dollars (\$105.00) and a doctorate degree, two hundred ten dollars (\$210.00) per pay period, provided the degrees are consistent with contractual guidance involving the areas of Aviation, Education, or Business

B.13 Academic Instructor Duties

All Academic Instructors will be qualified in all subjects within their respective branch. Academic Instructors qualified in all Primary subjects and instrument parts will be paid one hundred twenty-five dollars (\$125.00) per pay period over base salary. Becoming qualified in all subjects in the Division will be on a voluntary basis.

APPENDIX C

SICK LEAVE/PERSONAL LEAVE

C.1 Sick Leave Eligibility

Sick leave will be **accrued** at the rate of 4.0 hours per pay period. An **employee** must have been in an **active pay status** a minimum of five (5) days during the preceding pay period in order to accrue sick leave for that period. Earned sick leave will be credited to the **employee's** sick leave account one pay period in arrears. To receive payment for sick leave, academic personnel must provide at least one hour notice and flight instructors must provide fifteen (15) minutes' notice to their immediate supervisor. Supervisors may waive the notification requirements if the **employee** is unable to provide notice through no fault of his own. Sick leave may be used in hourly increments where practical to meet the needs of the **employee**.

C.2 Accrual System

Employees may accrue 30, 45, 60 or 75 days of sick leave based upon their election and written request. Change of option to increase total accrual may be accomplished at anytime by the **employee** in the following manner: Accrual account may be increased at any time by total number of days earned during the year (1 Jul - 30 Jun) or six (6) days a year at the **employee's** written election (accrual increase). **Employees** may elect at the beginning of the leave selection period, to put vacation time into their total sick leave balance up to elected accrual total.

Employee's accrual change options:

30 to 45 days
45 to 60 days

30 to 60 days
60 to 75 days

C.3 Excess Sick Leave Accrual Pay Out

a. **Employees** will be paid for all sick leave in excess of their accrual option as of the first full pay period in June of each year on the basis of their current salary. The payment shall be made on the first pay period in July by a separate check, in the manner in which the **employee** normally receives their payroll.

b. **Employees** may elect to change their accrual option at anytime. Changes received by May 1st will become effective on June 30 following the announced change.

C.4 Reversal of Accrual Option

a. If any **employee** requests in writing that he be allowed to reverse his accrual option he may do so; however, the option will not take effect until 30 June of the following year. An **employee** may not reverse to the thirty (30) day accrual option until his leave account drops below thirty (30) days.

b. Annual amount of sick leave days that are to be applied to the reversal

option will be at the election of the **employee** in the following manner:

- (1) 6 days per year
- (2) 12 days per year

C.5 Accrued Sick Leave Pay Out

Accrued sick leave will be paid to:

- (1) **Employees** who resign or are terminated by the Company.
- (2) To the estate or designated beneficiary of an **employee** who dies while an **employee** of the company.

C.6 Personal Leave

The intent of the personal leave policy is to provide an individual with one day off per month to conduct personal business. This personal leave day will be charged against the individual's sick leave account. **Employees** may request hourly personal leave and the request will be considered if it will not interfere with work requirements for that period of time requested. **Employees** will notify their immediate supervisor of their request for Personal Leave as far in advance as possible but no later than 48 hours prior to the desired date of the personal leave.

C.7 Successorship

It is expressly agreed between the parties that the terms of this Agreement, and any accrual benefits are binding on any successor contractor or successor employer to Amentum Services, Inc., at Fort Rucker whether said successor takes over all or part of the operation. Specifically, but without limitation, **accrued** but untaken Sick Leave shall continue as an obligation of any such successor contractor or successor employer, and the **employees** covered by the Collective Bargaining Agreement shall continue to have their individual credit with said successor the full amount of sick and or personal leave **accrued**, and shall continue to accrue benefits at the rate of four (4) hours per pay period, subject to the provisions of Appendix C of this Agreement.

APPENDIX D

TYPES OF AUTHORIZED ABSENCES

D.1 Holiday Exodus (Christmas Holiday Period)

Holiday Exodus is a period that is designated by the government. Exact dates of the Holiday Exodus are determined by the Army or Air Force. All **employees** not on Active Military Duty shall have the Holiday Exodus off with full pay, unless the government otherwise directs that student or **employee** training be performed during the period. **Employees** required to work during the Holiday Exodus as defined above will be paid at one and one-half times the normal daily rate. An **employee** not on **active pay status** the last day prior to and following the holiday exodus will not be paid for the exodus period.

D.2 Bereavement Leave

When a death occurs in an **employee's** legal family, (spouse, mother, father, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, brother, sister, stepfather, stepmother, stepchildren, stepbrother, stepsister, grandparents grandchildren) and spouse's brother and sister, the **employee**, upon request, shall be granted paid bereavement leave of five (5) consecutive work days. Annual leave, personal leave or unpaid leave may be authorized provided that a request for the additional days is submitted and approved with the Division Director

D.3 Federal Holiday Leave

Employees shall be granted off following all Federal and Fort Rucker Training Holidays, unless the government otherwise directs that work be performed on that day.

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

Employees will receive their regular pay for such holidays, provided that they work, or are on paid absence, the last scheduled work day prior to, or the next scheduled work day following such holiday. Members of the Reserve or National Guard and who are ordered to attend a normal period of active duty annually shall receive pay for such holidays that fall within their period of annual training once per calendar year. **Employees** who voluntarily or involuntarily, attend Service Schools or periods of active duty in addition to their regularly scheduled period of annual training will not receive pay for holidays that fall within their second or subsequent active duty period.

D.4 Leave of Absence (Without Pay)

- a. Military leave of absence without pay shall be granted **employees** who are

ordered to active duty.

b. Family and Medical Leave of Absence.

(1) Family and Medical leave of absence, without pay, of up to twelve (12) weeks during any twelve (12) month period shall be granted for one of the following reasons:

- (a) the birth of a child;
- (b) the placement of a child with any **employee** for adoption or foster care;
- (c) to care for a serious health condition of a spouse, child, or parent;
- (d) because of the **employee's** own serious health condition; or
- (e) because of a health condition that results in a medical grounding.

Employees will use all **accrued** sick leave and annual leave prior to being placed on an unpaid family leave of absence.

(2) Health insurance benefits will remain in effect during the family and medical leave of absence. Family leaves of absence in excess of twelve (12) weeks during any twelve (12) month period may be granted by the Company. In such cases the **employee** will be responsible for the cost of insurance premiums for elected coverage which must be paid in advance by the **employee** if they are to remain in force during the additional leave period.

c. **Employees** who sustain on-the-job injuries or illnesses covered by the workers compensation laws of the state of Alabama shall be entitled to an unpaid leave of absence following the exhaustion of the leave provided above in paragraphs D.4(b)(1)(d) and (e). Health insurance benefits will remain in effect for up to six months including the period covered by the family and medical leave of absence.

d. Except as noted above, **employees** will not accrue seniority or employment benefits. **Employees** returning from leave, will be restored to the position that they otherwise would have held, had they not been on leave of absence without pay, or to a position equivalent in pay, benefits, and other terms and conditions of employment. Returning **employees** will not lose any previously **accrued** seniority or employment benefits.

e. Special leave of absence without pay may be granted by the Company for a period of up to six (6) months. **Employees** are responsible for insurance premiums as per D.4b(2). An **employee** on SLOA will not lose his seniority rights by position and will thereby retain his right to select annual leave by seniority as per D.6, as if he were on the **active payroll** the during the whole year.

D.5 Course Completion Prior to Schedule

If an instructor effectively trains and educates his students and they complete the course prior to the scheduled class close date, then the instructor shall log PST for the

remainder of his/her course phase in order to properly prepare for the next incoming phase.

D.6 Annual Leave

a. (1) All personnel covered by this Agreement will be granted leave in accordance with the table below. Eligibility for annual leave entitlement will be based on date of hire or adjusted date of hire as applicable. The Division/Branch Director involved will have authority to refuse or delay any request for annual leave on a case by case basis.

Years of Service	Days/Year
0 but less than 5 years	5
5 but less than 10 years	10
10 but less than 20 years	15
20 + years	20

(2) An **employee** not on active pay status or present and available for work due to a leave of absence on 1 October will be granted the amount of annual leave indicated in D.6.a (1) and prorated based on the date they return to work. Available leave is prorated in eight-hour increments based on the number of full remaining months until the date that annual leave for the following year is granted and available for use. **Employees** with less than five years of service will be prorated at .416 days per full remaining month. **Employees** with more than 5 years of service will be prorated at .0833 days per full remaining month. **Employees** with more than 10 of service will be prorated at 1.250 days per full remaining month. **Employees** with more than 20 of employment will be prorated at 1.67 days per full remaining month.

b. Annual leave will not be charged against the Christmas Holiday Exodus Period unless the government elects that the contractor work during this period. If the government elects this option, the **employees** may request annual leave, subject to the approval of the Division Director.

c. In the event the student work load prevents an **employee** from taking annual leave within the twelve (12) month time frame outlined, written evidence of the Company's inability to grant such leave will permit extending its validity into the next twelve (12) months. The Company will not pay for unused annual leave except where deferment occurs and the carryover annual leave amount cannot be granted during the next fiscal year. In such cases, payment for unused carryover annual leave will be made the first pay period following September 30, or carried over into the next fiscal year. Individuals who carry leave over into the next fiscal year will be accorded priority for selecting leave dates.

d. Consultation between Company and Union officers will be requisite to closing leave dates during periods of high density Reserve or National Guard commitments. Agreement reached in this manner will be binding on all **employees** and will not be subject to grievance.

e. A leave unit shall consist of all eligible **employees** within a division/branch, i.e., (Primary, Advanced, Basic Warfighting Skills, USAF Air Force, RWIFEC, Academics and Administration). Each division shall have a certain number of leave calendar(s). Each calendar will consist of fifty (50) leave weeks. Eligible **employees** shall have the option of selecting their week(s) from any/all calendars within their leave unit. Selection of leave dates shall be as per Paragraph D.6.f. Small entities or groups will be allocated annual leave dates by the appropriate supervisor based on student or office requirements, (i.e., schedulers, simulator operators, admin).

f. (1) The scheduling of annual leave shall begin the first Monday following the July 4th holiday. The scheduling of annual leave shall be accomplished by 30 September each year by the appropriate supervisor. An **employee** shall request annual leave by September 30th if eligible for such leave. Proration of leave: An **employee** at hire, or who reaches the five (5), or ten (10) or twenty (20) year plateau during the course of a fiscal year will multiply each full remaining month of the that fiscal year by .416 rounded to the next highest or lower number to determine the accrued leave available for use that fiscal year. Precedence for specific dates of annual leave will be based on **employee** seniority within a particular leave unit.

The company will notify the employee of his leave request approval at the time of the next round of leave request notifications being distributed.

(2) **Employees** eligible for fifteen (15) or more days annual leave will schedule their first ten (10) days in accordance with D.6.f.(1). These **employees** shall schedule the remaining days of annual leave after all other **employees** in the leave unit have scheduled their first ten (10) days of leave. The cycle will repeat, with each employee scheduling their leave in five-day increments, by seniority, until complete. The remaining days of leave may be scheduled one day at a time if so desired by the **employee**, subject to the approval of the Division Director in accordance with D.6.a.

g. An **employee** with an approved leave schedule will lose seniority privilege for rescheduling should such **employee** elect not to use such approved dates unless rescheduling is based on Company requirements. An **employee** that changes seniority units after leave scheduling will be allowed to keep the dates selected if available, but no allowed to claim seniority rights for leave only over another **employee** who previously scheduled dates.

h. Whenever a federal or training holiday falls during a scheduled leave period, the **employee** will be paid at his/her normal daily rate for that day. However, this day will not be charged against the **employee's** leave account unless the government elects to work on that day. This day(s) may be taken at another time as a single day(s) off, if schedule permits and approved by the Division Director. All leave should be scheduled in weekly increments of five (5) consecutive days (Monday-Friday, See f.2 above).

i. Annual leave may be taken simultaneously with a military leave of absence, otherwise an **employee** must be either present for duty or on paid absence the last scheduled working day prior to beginning annual leave.

j. **Employees** may request hourly annual leave and the request will be considered if it will not interfere with work requirements for that period of time requested.

D.7 DONSA Days

Employees shall be granted Days of No Scheduled Activities (DONSA) as paid days when formally declared by the USAACE Commanding General.

APPENDIX E FINAL PAY

E.1 Resigning **Employees** (Proper Notice)

Resigning **employees** should give fifteen (15) calendar days' notice of their intent to resign to their immediate supervisor. **Employees** who are due salary, will receive such pay on the next scheduled pay day provided they have completed the clearance process. **Employees** who are due payment for unused annual leave, and 401k, will receive such on the second scheduled pay following the clearance process. The day of clearing shall not be considered a work day and salary shall not be paid for that day unless the **employee** works his normal shift and clears the Company the same day.

E.2 Laid Off **Employees**

Employees laid off because of a lack of work may take any unused annual leave that had been scheduled for use during the lay-off notice period. The Company will pay these **employees** for unused annual leave. The **employee** will be paid salaries due, to the date of lay-off and up to their full accrued sick leave balance (at **employee's** option) on the next regularly scheduled pay day following the lay-off. Any remaining sick leave balance will be paid after six (6) months or if the **employee** resigns during his layoff period, whichever occurs first. **Employees** will turn in all government furnished equipment to CIF no later than five (5) days after lay off. Proof of clearing will be required to initiate any payout of annual leave or sick leave. No **employee** will clear the Company until all special clothing and equipment furnished by the government and ID cards have been turned-in to the proper agency.

E.3 **Employees Discharged for Cause**

Employees who are discharged for cause shall receive final salary and pay for any **accrued** sick leave, and annual leave due and will request **Employees** who are discharged for cause shall receive final salary and pay for any **accrued** sick leave, and annual leave due. The day of clearing shall not be considered a work day and salary shall not be paid for that day unless the **employee** works his normal scheduled shift and clears the Company the same day.

APPENDIX F NEGOTIATIONS

F.1 Duration and Termination of the Agreement

Upon ratification by the membership, this Agreement shall remain in full force and effect for a three (3) year period beginning 1 October 2020, and ending 30 September 2023, and therefore be automatically renewed year to year, unless one party or the other gives notice in writing during the period 1 June 2023 through 30 June 2023 of its intent to seek modification to this agreement. This paragraph does not delete the provisions of paragraph 9.7.h.

F.2 Contract Modifications

It is recognized by the Union and the Company that the government as a third party, could introduce changes to the flight training program which impact directly on this CBA.

a. It is understood by the Company that the Union does not intend to limit the Company's ability to perform its contract, contract modifications or new contracts with the government.

b. It is understood by the Union, that the Company does not intend to degrade working conditions, salaries or benefits as a result of the Company's performance of its existing contract, it's response to contract modifications or new contracts.

c. The Company will provide the Union with a written copy of any contract modifications that impact this Agreement or covered **employee**. Any Government or Company proprietary or confidential information will be redacted before issue.

d. It is understood that as unforeseen situations occur, it may be necessary to enter into negotiations to resolve any differences or conflicts which result from the government changes.

e. In the realm of a working partnership between the Union and the Company it is mutually agreed that negotiations will begin at the request of either party as these unforeseen situations occur.

f. If negotiations do not result in an agreement being reached within thirty (30) calendar days, the Company and the Union mutually agree to request the services of the Federal Mediation and Conciliation Services (FMCS).

**APPENDIX G
DATE OF HIRE ROSTER**

APPENDIX H

TERMS AND DEFINITIONS

Terms and definitions listed below shall have the following meaning unless otherwise indicated in this Agreement.

1. **Accrued** - Accumulated
2. **Active payroll** - An **employee** in an **active pay status**.
3. **Active pay status** - Receiving monetary compensation from the Company (i.e. present for duty, annual leave, sick leave, bereavement leave, incentive leave, and jury duty). Includes a maximum of fifteen (15) days of unpaid military leave per calendar year.
4. **Adjusted date of hire** - Original **date of hire** adjusted for the amount of time for which an **employee** has not been on the **active payroll** because of a break in employment of less than 24 months.
5. **Aggrieved Employee** - **Employee** that feels he has been personally wronged by a breach or violation of the CBA or Company rules and regulations.
6. **Class Action - Grievance** entered into by the Union Executive Committee on behalf of more than one **employee** for the same **grievance**.
7. **Completed Month of Employment** - Having worked or been on paid absence a minimum of fifteen (15) calendar days in a month.
8. **Continuous Employment** - Maintenance of seniority in accordance with Article IX.
9. **Date of Hire** - For Instructor Pilots, established as the day the **employee** successfully completes qualification training. For all other **employees** established as the first day placed on the **active payroll** of the Company or any predecessor.
10. **Displaced Employee** – A bargaining unit **employee** whose position has been/is/or will be eliminated due to an adjustment of the military training contract.
11. **Employee** - Includes only flight instructors, simulator flight instructors, MOI instructors, academic instructors, supply personnel, flight simulator operators, flight schedulers, clerical personnel, publication specialist, and custodial personnel covered by this agreement.
12. **Flight Simulator Instructor** - An **employee** who provides in-cockpit flight instruction only in a flight simulator.
13. **Flight Simulator Operator** - An **employee** who operates the flight simulator but does not provide any aircraft instruction.

14. **Grievance** - A formal complaint concerning interpretation or application of the CBA, traditional work practices or Company rules and regulations.

15. **Instructor Pilot Qualification** - 1) Having the necessary aircraft qualification and 2) Having completed the necessary **MOI course** to be an instructor pilot in a given phase or course of instruction IAW Army/Air Force standards.

16. **Investigatory Suspension** - A suspension imposed by the Company when an **employee** is charged with alleged gross misconduct in accordance with Article VIII, paragraph 8.1.

17. **Laid Off Employee - Employee** that has been given a 15 day notice and been removed from the Company's **active payroll** due to reduction in force or **employee** laid off following short term recall in accordance with Article IX, paragraph 9.6.b. Seniority rights to be retained for recall for a period of 24 months.

18. **Loss of Time Benefits** - Refer to Appendix A.4.

19. **Management** - Includes Company Executives, Safety Personnel, Directors, Managers and Supervisors, to include Flight Commanders, Assistant Flight Commanders.

20. **Military Leave of Absence**-Leave of absence due to a military service obligation.

21. **MOI Course** - (Method of Instruction) - The academic and flight instruction, and Army/Air Force Acceptance Evaluation received by a qualified pilot to instruct a given phase or course of flight instruction (i.e., Instruments, TH-67, UH-1, OH-58, Instrument Examiner Course).

22. **Overtime** - Work offered to bargaining unit **employees** in accordance with Article XX.

23. **Probationary Employee – Employee** who has not completed 120 days of employment with the Company (in accordance with Article IX, paragraph 9.8).

24. **Proper Notice** – Fifteen (15) calendar days written notice given by an **employee** of their intent to resign from the Company.

25. **Quarterly Basis** – Updated seniority lists are due as soon as administratively possible but no later than 30 days after the end of the quarter (March, June, September and December) of each contract year.

26. **Refresher Training** – The academic and flight training given, on a proficiency basis, by MOI/QC to an instructor pilot to enable him to regain proficiency in an area where he has been previously qualified.

27. **Seniority Unit** – A collective group of **employees** with like job qualifications, formed into an identifiable unit, (i.e., Primary Division, Advanced Division, Basic Warfighter Skills, RWIFEC, Air Force, Academic Division, and Administration).

28. **Total Disability** – The inability to perform the job held.

29. **Train-Up** – The necessary academic and flight instruction and Army/Air Force Acceptance Evaluation necessary to qualify a pilot who is currently working as a flight instructor for the contractor, or who is in a layoff status from the contractor, to instruct in a new aircraft.

30. **Transition** – The necessary academic and flight instruction needed to train a category (R/W or F/W) qualified pilot in a specific type aircraft.

APPENDIX I

PAYROLL DEDUCTION AUTHORIZATION

**AUTHORIZATION FOR DEDUCTION OF UNION DUES FEES,
AND UNION INSURANCE PREMIUMS**

T0: Amentum Services, Inc., Employer

I hereby assign to the Professional Helicopter Pilots Association, Office and Professional **Employees** International Union, Local 102 ("PHPA"), from any salary or wages earned or to be earned by me as your **employee** such sums as PHPA certifies as either membership dues, initiation fees, reinstatement fees, assessments or agency fees. I authorize and direct you to deduct such amounts from my pay and to remit same to PHPA in accordance with the collective bargaining agreement in between PHPA and Amentum Services, Inc.

This assignment, authorization, and direction shall be irrevocable for the period of one (1) year from the date of my signature below, or until the termination of the collective agreement between the Company and the Union which is in force at the time of the execution of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, by certified U.S. mail, not more than twenty (20) days and not less than ten (10) days prior to either the expiration of each period of one (1) year, or the termination of the applicable collective agreement between the Company and the Union, whichever occurs sooner.

This authorization for check-off of dues, fees, and assessments is made voluntarily and pursuant to the provisions of Section 302(c) of the Labor **Management** Relations Act of 1947, and is neither conditioned on my present or future membership in the Union, nor is it considered to be given in return for membership.

Membership Dues or Agency Fee

I verify that I am at pay level _____ and authorize my employer to deduct \$ _____ (0.9% of my base salary) from my pay each month and to remit the same to the Professional Helicopter Pilots Association. I further authorize my employer to deduct the applicable amount when I proceed to the next pay level. Please submit first month's dues/agency fee of \$ _____ and initiation fee of \$ _____ with this authorization.

Date: _____

(Signature of **Employee**)

(Home Address)

(Print Name)

(City)(State)(Zip)

APPENDIX J

EARLY RETIREMENT PROGRAM

Early Retirement, Health Continuation Program

The Company and Union agree that, operational requirements permitting and with government approval, the Company will offer qualifying **employees** an opportunity for early retirement.

The program will be offered at the direction and control of the Company. The Company will have the sole discretion to determine if and when the program will be offered, and the number of positions available for the offering period.

APPENDIX K

PART TIME EMPLOYMENT

The Company and Union agree that, operational requirements permitting and with government approval, the Company may offer **employees** the opportunity for part time employment.

The program will be offered at the direction and control of the Company. The Company will have the sole discretion to determine if and when part time employment will be offered, the number of positions and the length of time they will be available. The Company may employ a maximum of two (2) part-time **employees** per division. The Company may employ more than two (2) part-time **employees** per division by mutual agreement.

Part time employment will be subject to the following provisions.

1. In the event the Company makes a formal offer of part time employment to the workforce, all **employees** will be allowed to apply for the available positions. An internal applicant for part time employment must be currently employed in the division for which part time employment is being offered. Selection will be based on seniority. If there are no internal applicants, the company will seek interest from those **employees** in layoff status for part time employment.
2. In the absence of a formal offer of part time employment to the workforce, any **employee** may submit a written request to be considered for part time employment in the event the company elects to make a part time position available.
3. **Employees** who receive a lay-off notice and elect to take a part time employment position, if available, will be considered to still be in lay-off status. Selection will be based on seniority. Recall to full time employment will be by seniority. A part time **employee** may be "bumped" by a more senior **employee** who becomes subject to layoff and elects part time employment in lieu of layoff.
4. Part time **employees** must be available to work a minimum of 4 days per month.
5. A part time **employee** will be paid the daily rate of pay for their pay level. The annual standardization evaluation will be considered a normal work day.
6. Part time **employees** will be eligible for 401k plan participation, **employee** stock purchase plan and any other benefits for part time **employees** that may become available in the future.
7. Part time **employees** must meet all of the same requirements as a full-time **employee**, i.e., FAA medical certificates, standardization evaluations, and other non-flight training requirements. Other non-flight training requirements will be performed on a day in which they have trained students.
8. Part time employment is contingent upon satisfactory job performance, maintaining flight status, satisfactory standardization evaluations, availability to perform work as

needed and the company's ongoing need for someone in a part time/limited availability position. If a part time position is eliminated, the affected **employee** may re-apply for full time employment if a vacancy exists. Bumping rights will not apply to an **employee** who accepted part time employment and was not subject to layoff.

9. A part time **employee** who has been terminated from part time employment due to losing their FAA medical flight status may be reinstated if they get their FAA medical flight status back and a vacancy for a part time instructor exists and their return will not create an expense to the government with regard to training.

**APPENDIX L
SIGNATURE SHEET**

The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled such matters as set forth in this Agreement. The signatures below attest to the validity of the Agreement for this and each preceding page initiated thereon by the respective Officers of the Company and the Union.

Amentum Services Inc.



Todd H. Marshburn, Director
Operations



Timothy L. Lee, Director
of Training



Keith E. Sasser, Manager,
Human Resources



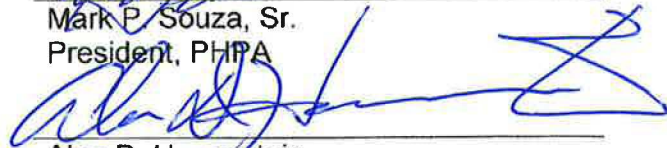
Lester W. Jordan, Sr Director
Employee & Labor Relations

1 October 2020
Date

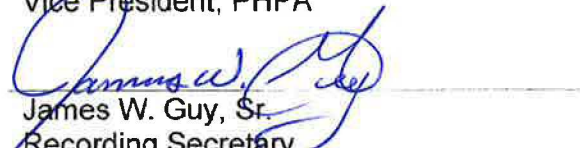
**Professional Helicopters Pilots
Association, OPEIU, Local 102**



Mark P. Souza, Sr.
President, PHPA



Alan D. Hauenstein.
Vice President, PHPA



James W. Guy, Sr.
Recording Secretary



Sandy Pope,
International Representative

1 October 2020
Date