

WAGE CHARTS HAVE NOT BEEN UPDATED YET!

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# AGREEMENT

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BETWEEN

**International Association of Machinists  
and Aerospace Workers, AFL-CIO**

District Lodges 75 & 166 and  
Local Lodges 44, 610 & 2786

**AEROSPACE**



*Jobs - Security - Prosperity*

And

**United Launch Alliance**

Manufacturing Operations, Decatur, AL  
and

Launch Operations  
Cape Canaveral Air Force Station, FL and  
Vandenberg Air Force Base, CA

**ULA**

**United Launch Alliance**

~~May 4, 2015 - MAY 6, 2018~~ May 7, 2018 - May 2, 2024

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## PURPOSE AND INTENT

The original purpose and intent of the Company and Union in negotiating this Agreement was to merge the existing Delta, Atlas, and Decatur IAM bargaining units at Cape Canaveral Air Force Station, Vandenberg Air Force Base, and Decatur to bring the merged bargaining unit under a single Agreement.

Draft Copy



## ARTICLE 1

### PREAMBLE

This Agreement made and entered into on May 7, 2018 ~~4, 2015~~ and between United Launch Alliance, Launch Operations at Kennedy Space Center and Cape Canaveral Air Force Station, Florida (hereinafter referred to as CCAFS), Vandenberg Air Force Base, California (hereinafter referred to as VAFB) and Manufacturing Operations, Decatur, Alabama (hereinafter referred to as Decatur) collectively hereinafter referred to as the “Company” and The International Association of Machinists and Aerospace Workers AFL-CIO Including Local Lodges 44, 610 and 2786 of District Lodges 75 & 166, collectively hereinafter referred to as the “Union.”

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**ARTICLE 2**  
**RECOGNITION**

**2.01 Employees Represented**

- A. The Company recognizes the Union as the exclusive representative for purposes of collective bargaining of the employees in the job classifications set forth in Appendix "A" of this Agreement, employed by United Launch Alliance, Launch Operations at CCAFS; VAFB; and such other Company locations as may hereafter be added to the foregoing by mutual agreement of the parties hereto.
- B. The Company additionally recognizes the Union as the sole and exclusive collective bargaining agency for all production, developmental and maintenance employees who are classified by the Company on a job title set forth in Appendix "A" of this Agreement at the Company's facility/facilities located at Decatur.

**2.02 Work Remaining in Bargaining Unit**

Except as specifically provided herein, Bboth parties to this Agreement recognize the duties and work historically performed by the employees included under the scope of the Bargaining Unit shall remain under the scope of this Agreement. No change in the method or means of accomplishing work, recognized in this Section to be represented by the Union, shall exclude the persons historically performing such work from the Bargaining Unit covered by this Agreement.

**2.03 Customer Integration Work**

Both parties to this Agreement recognize that ULA customers may contractually require that customer personnel perform work on customer hardware or integrate customer hardware onto ULA hardware in connection with production or providing a launch service. The Company will notify the Union when this work will take place and will work with the Union to determine what work, if any, will be required by Bargaining Unit employees in connection with the customer's operation.

## 2.04 Master Agreement

Both parties to this Agreement intend that the terms of this Agreement shall be applied and interpreted consistently across the Bargaining Unit at CCAFS, VAFB and Decatur, unless specifically called out in this Agreement. Any disagreement regarding the applicability of the terms of this Agreement or a grievance resolution to another geographical location shall be resolved by the Union's Aerospace Coordinator Business Representative and Company's Director of Labor Relations for each party ER/LR Leader.

## 2.05 Site Specific Agreements

Site specific agreements may be made in writing between the Company and the applicable Business Representative, which would only apply to that site for the duration of this Agreement or such shorter time as may be mutually agreed to. No local site shall have the ability to enter any site specific agreement without approval of the Union's Business Representative and the Company's ER/LR Leader. Any such site specific agreements that are made will not be binding to the Company or Union at any other site; nor will any site specific agreements be used by the Company or Union as a precedent to direct or form policy at any other sites.

## ARTICLE 3

### UNION REPRESENTATION

#### 3.01 Business Representative Access

The Business Representative of the Union will have access to the Company's facilities during working hours for the purpose of investigating grievances, complaints or matters arising out of the application of this Agreement. They will obtain from Human Resources authorization for each visit and such visit will be subject to such regulations as may be made from time to time by the Company. The Company will provide ~~an~~ a Union represented escort for the Business Representative where necessary and will not impose regulations which will exclude the Business Representatives from the facility except in classified locations requiring special access/training and areas during hazardous operations nor render ineffective the intent of this provision. During these visits, all International Traffic in Arms Regulations (ITAR) and NPSVI (Non-Public Space Vehicle Information) requirements will be observed.

#### 3.02 Union Representatives

- A. Upon request of the Union, one (1) Committee Chairperson will be appointed for each site - CCAFS, VAFB and Decatur (a total of 3). The Union may appoint a Business Representative Designee to function in Step Three of the Grievance Procedure when the Union Business Representative who normally participates is not available. The Union shall notify the Company in writing of the selection of Committee Chairpersons and Business Representative Designees and of any subsequent changes in such assignments.
- B. Committee Chairpersons and Business Representative Designees must be regular, full time employees on the active payroll of the Company.
- C. A Committee Chairperson's Union activities on Company time shall fall within the scope of the following functions:
  - (1) To consult with stewards regarding complaints or grievances. Prior to Step 2 grievance hearings, the Committee Chairperson may meet with the steward and grievant.

(2) To meet, by appointment, with a Human Resources Representative regarding requests, complaints or grievances.

(3) To consult with a Union Representative regarding requests, complaints or grievances.

(4) To serve as a steward when a steward is unavailable.

D. The Company and Union agree that a Committee Chairperson has assigned work to perform and that the contacts made on Company time provided in paragraph C above will not be more frequent nor longer than the discussions reasonably require.

E. The Committee Chairperson, before leaving the work area to perform any of their functions herein set forth, shall request permission from the immediate supervisor to conduct Union business on Company time. If the immediate supervisor is unavailable, the next higher level of supervision will be contacted. Such requests shall not be unreasonably denied. The Committee Chairperson shall report to their immediate supervisor upon completing the Union business.

F. Requests of the Committee Chairperson to enter the Company's facilities outside the Committee Chairperson's regular working hours to perform functions provided in paragraph C above shall be made to Human Resources. The Committee Chairperson shall receive specific authorization from Human Resources for each visit and such visits shall be subject to such regulations as may be made from time to time by the Company. Such time shall not be compensated by the Company.

G. A Committee Chairperson shall be assigned to the first shift during the time the Committee Chairperson officially remains in that capacity.

**H. Union Stewards - Rights and Responsibilities**

(1) The Union may designate one (1) steward for each shift at each defined working area as mutually agreed upon between the Company and the Union. The Union will keep the Company currently informed in writing of the names of accredited stewards, including additions and deletions as they occur. Only persons so endorsed will be accepted by the Company as representatives of the Union.

(2) A steward selected by the Union shall be a regular full time employee of the Company.

- |
- (3) If a steward is not assigned or does not work on overtime hours after the conclusion of the regular shift, or if they do not work on Saturday, Sunday or a Holiday, and if the employees they regularly represent are so working, they may appoint an alternate steward from one of their number for that day or period of time who may represent the people who are working overtime.
  - (4) A steward shall be allowed to handle requests, complaints or grievances arising under this Article in the designated area of jurisdiction during the steward's working hours without loss of compensation provided that the time so spent is devoted to the prompt handling of requests, complaints or grievances in accordance with this Article. Stewards at all other times shall continue to perform their assigned work.
  - (5) A steward's Union activities on Company time shall normally be limited to the designated area of jurisdiction and shall normally fall within the scope of the following functions:
    - (a) To consult with an employee regarding the presentation of a request, complaint or grievance which the employee desires presented.
    - (b) To present a request, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
    - (c) To investigate a complaint or grievance of record after presentation to the appropriate supervisor.
    - (d) To meet by appointment with an appropriate supervisor or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement. The Company and the Union are in Agreement that a minimum amount of time should be spent in the performance of these duties.
  - (6) A steward before leaving the work station to perform any of the functions herein set forth shall request permission from (i) their immediate supervisor and state the Union business (outlined in paragraph 3.02H (5) above) desired to be conducted on Company time; and (ii) the applicable supervisor of the bargaining unit employee to be met with. Such permission shall be immediately granted

unless it should substantially interfere with operations. The steward shall report to their immediate supervisor upon completing the Union business.

(7) Union Representatives, on occasion, may bring alleged employee's misclassification to the attention of the Company rather than file a grievance. When the Company agrees with the Union that a violation has occurred, the Union steward shall be present when the supervisor notifies the affected employee.

- I. Except in the case of extraordinary business needs, a Union steward shall normally not be moved from their work area or shift, provided there is work within the classification held to be performed, unless mutually agreed to by the Company and the Union. However, the Company may temporarily reassign a steward for up to ten (10) working days to meet operational requirements.
- J. The Company agrees that the steward and the Committee Chairperson will be introduced to those newly hired or recalled employees in the IAM bargaining unit as soon after hire date as practical, but in no event later than five (5) working days from the date of hire.

### 3.03 Other Union Business

A. Union stewards, Committee Chairpersons, the Negotiating Committee and Union officials will be allowed unpaid time off during work hours for other Union business. Such absences must be requested in advance and be pre-approved by the Company. If the scheduling of the time off request and/or number of participants may adversely impact business operations, the parties will discuss alternatives, which may include rescheduling or limiting the number of participants. If an agreement cannot be reached, the issue will be escalated to the Union's Business Representative and Company's ER/LR Leader for resolution.

## ARTICLE 4

### UNION SECURITY

#### 4.01 Conditions of Employment

- A. An employee in the Bargaining Unit on the effective date of this Agreement who is a member of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An employee in the Bargaining Unit who is not a member of the Union on the effective date of this Agreement shall be required, as a condition of continued employment, to become a member of the Union within ten (10) calendar days after the thirtieth (30th) calendar day following the effective date of this Agreement, and shall remain a member of the Union to the extent of tendering an initiation/reinstatement fee where required and the membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement.
- C. Employees entering the Bargaining Unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union to the extent of tendering an initiation/reinstatement fee where required and membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement, within ten (10) calendar days after the thirtieth (30th) calendar day following such entry into the Bargaining Unit.
- D. If an employee who is a member of the Union leaves the Bargaining Unit during the term of this Agreement (e.g., layoff, quit, promotion or reclassification out of the Bargaining Unit) and returns to work on a job in the Bargaining Unit during the term of this Agreement on or before the start of the last payroll period ending in any month and has not had Union membership dues for that month deducted from any pay received in that month, Union membership dues for that month shall be deducted from the pay received by the employee in the next succeeding calendar month, provided the employee has a currently effective Authorization for Check-Off



of Dues form on file and the employee has sufficient remaining net earnings to cover such Union membership dues after making the regular Union membership dues deduction.

- E. For the purpose of satisfying conditions of employment under this Article only, no employee shall be required to pay dues for any period of time the employee is not on the active payroll or not in the Bargaining Unit; neither shall the Company be required to deduct dues for such periods. Failure to pay the appropriate dues during such periods may require payment by the employee of a reinstatement fee.
- F. An employee shall not be required to become a member of or continue membership in the Union as a condition of employment if employed in any state which prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.
- G. If and when the court of last resort of any such state, or any federal court that assumes jurisdiction within such state, shall hold by final judgment or decree not subject to further review that an employer and a Union, may, by agreement, require employees of plants located in such state, as a condition of employment, to become members of the Union, or a statute or constitutional amendment of any such state shall expressly so provide, then employees of plants in such state who are in the Bargaining Unit on the date when such judgment or decree becomes final, or such statute or constitutional amendment becomes effective shall, as a condition of employment, become members of the Union in accordance with B above.
- H. Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed original initiation fee, reinstatement fee and/or required dues. If the employee fails to pay the original initiation fee, reinstatement fee and/or dues, the Union shall then notify the Company of the delinquency in writing. The Company shall then notify the employee to pay the fee and/or dues and if such dues and/or fees are tendered within 48 hours after the employee receives this notification from the Company, dismissal hereunder shall not be required.
- I. An employee who shall tender an original initiation fee (if not already a member) or reinstatement fees if required and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to be a member of the Union for purposes of this Article.

J. The signing by an employee of the Membership Application and/or Check-off Authorization form is not a mandatory condition of employment with the Company.

#### **4.02 Deductions**

The Company shall deduct Union membership dues and/or check-off, original initiation fees and reinstatement fees as applicable from the wages of employees upon the following conditions and at the times and in the manner hereinafter provided.

- A. **Written Authorization of Employee Required:** Deductions will only be made from the wages of an employee in the Bargaining Unit who has executed and delivered to the Company a written authorization on a Membership Application and/or Check-off Authorization form supplied by the Union.
- B. **When Deduction is Taken:** Each current month's deduction as authorized will be deducted from an employee's wages issued during the first (1<sup>st</sup>) pay period in the month, provided:
- (1) The Union supplied form has been received by payroll not later than noon on Monday of the first (1st) payroll period ending in the month as provided above, and has not been revoked.
  - (2) The Union has certified in writing to the Company the amount of such dues. Certification and any changes thereto must be received no later than the tenth (10th) day of any month to be effective the following month. Such certification will remain in effect until changed by the Union.
- C. **Deduction of Initiation or Reinstatement Fee:** An original initiation fee or reinstatement fee will be deducted as applicable when the first month's membership dues are deducted from the wages of an employee, provided the Union has notified the Company of the amount of such initiation fee or reinstatement fee not later than the tenth (10th) day of the month, which shall be effective the following month.
- D. **Pickup Deduction:** In the event an employee's wages issued during the first (1<sup>st</sup>) pay period in the month for which dues/fees are owed are insufficient to cover the deductions provided in B and C above, or the authorization card is received after the time specified in B(1) above, the Company will deduct the amounts owing therefore from wages earned during one of the subsequent pay periods in the same month (unless advised in writing by the Union not to make such deduction). Thereafter, the Company will make no further attempt to make such deductions.

E. **Remittance and Statements to the Union:** The Company shall furnish on or before the twentieth (20th) calendar day of each month, the Union dues, reinstatement/initiation fee, remittance and statement data for the current month. Pickup remittance and statement data shall be submitted on or about the first (1st) of each month for the preceding month. Remittance and statement data will be submitted to the appropriate Secretary-Treasurer of the District Lodge or Local Lodge as designated by the Union in accordance with Section 4.03, below.

F. **Contributions to Guide Dogs of America:** Upon receipt by the Company of a signed voluntary authorization by an employee, on a form approved by the Company, requesting that there be deductions made from the employee's wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by Guide Dogs of America, the Company will thereafter make such deductions and forward them to Guide Dogs of America, care of the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

#### **4.03 Information Provided to the Union**

A. The Company, in accordance with Section 4.02E above, shall furnish the following information to the appropriate Secretary-Treasurer of the District Lodge or Local Lodge as designated by the Union in a compatible electronic form. If the information cannot be delivered electronically for any reason, the Company will furnish a paper copy to the Union as soon as possible.

##### Membership Dues

- (1) The total amount of monthly dues deducted.
- (2) The total amount of original initiation fees deducted.
- (3) The total amount of reinstatement fees deducted.
- (4) The total amount of pick-up deductions.
- (5) The names, employee numbers, and amounts from whose wages such deductions have been made.
- (6) The names of employees from whose wages no deductions were made because their paychecks were insufficient to enable the Company to make appropriate deduction.

- (7) The names of employees entering the payroll system for the Bargaining Unit in which no deduction was made and reason of entry.
- (8) The names of employees who were laid off or terminated or transferred out of the Bargaining Unit.
- (9) The Company shall, at the same time, remit to the appropriate Secretary-Treasurer of the District Lodge or Local Lodge as designated by the Union its check for the amounts shown under items (1), (2), (3), (4) and (5) above.

#### **4.04 Seniority Records**

The Company will furnish to the Union the first of every month or upon request a status change summary and seniority list by location, by classification, and by seniority within each classification. The Company shall provide this information to the Union in a compatible electronic form. These lists will include name, employee number, rate, name of job classification, sex, shift and seniority date. If the information cannot be delivered electronically for any reason, the Company will furnish a paper copy to the Union as soon as possible.

#### **4.05 Wage and Population Information**

A. The Company will furnish to the Union each quarter the following information regarding employees in the applicable Bargaining Unit:

- (1) The number of employees in each classification.
- (2) The weighted average wage of each classification.
- (3) The population of each Labor Grade in the Bargaining Unit.
- (4) The population of each Lead classification.
- (5) The weighted average wage of each Lead classification.

Such information will be compiled from the payroll records which include the 15th of January, April, July and October of each calendar year during the term of this Agreement. The Company shall provide this information to the Union in a compatible electronic form. If the information cannot be delivered electronically for any reason, the Company will furnish a paper copy to the Union as soon as possible.

B. The Company will furnish to the Union each month the following information regarding employees in the applicable Bargaining Unit:

- (1) The number of employees in the Bargaining Unit paid during the week reported.
- (2) The average hours worked for the week reported.
- (3) The average gross weekly earnings for the week reported.
- (4) The average gross hourly rate for the week reported.
- (5) The average straight-time hourly wage rate for the week reported.

Such information will be compiled from the payroll records as of the week in which the fifteenth (15th) of each month appears. The Company shall provide this information to the Union in a compatible electronic form. If the information cannot be delivered electronically for any reason, the Company will furnish a paper copy to the Union as soon as possible.

#### **4.06 Confidentiality**

The Union understands that such information as provided to the Union in Section 4.05 above is Company sensitive and may be employee sensitive and will be handled accordingly by those authorized by the Union.

#### **4.07 Notice to Employees**

A. The Company will notify each employee who enters or re-enters the Bargaining Unit of the obligation to pay membership dues or check-off as a condition of employment in accordance with this Article and will issue to the employee the following two (2) forms:

- (1) A Membership Application and/or Check-off Authorization form supplied by the Union (Section 4.02A above)
- (2) "Election to Pay Directly to the Union"

Name:

---

First	Middle	Last
-------	--------	------

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Loc.	Dept.	Shift	Employee No.	Start Date
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**ELECTION TO PAY DIRECTLY TO THE UNION**

I elect to meet the conditions of my continuing employment as required under the Collective Bargaining Agreement applicable to that employment by becoming a member to the extent of paying monthly membership dues and the appropriate initiation or reinstatement fees (where required) directly to International Association of Machinists and Aerospace Workers Lodge ( ) on a monthly basis.

---

Date

---

Employee's Signature

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Employee's Address

B. The employee will acknowledge such notification and receipt of the two (2) forms in writing on a form as set forth below. The employee will further agree in writing on such form to sign and return one (1) of the two (2) forms to the Company within thirty (30) calendar days of accumulated service after entry or within seven (7) calendar days after reentry into the Bargaining Unit to signify which method has been elected of fulfilling the obligation under this Agreement.

**EMPLOYEE SELECTION**

I understand that in order to fulfill the conditions of my continuing employment under the Collective Bargaining Agreement applicable to that employment, I must become a member of the Union to the extent of paying monthly membership dues and the appropriate initiation or reinstatement fees (where required) either through payroll deductions or directly to International Association of Machinists and Aerospace Workers Lodge ( ) in accordance with this Agreement. I acknowledge receipt of two (2) forms; a Membership Application and/or Check-off Authorization form supplied by the Union for deduction of dues/fees from my earnings, and an election to pay dues/fees directly to the Union. I hereby agree to sign and return to the Company within thirty (30) calendar days upon entry or within seven (7) calendar days upon reentry the appropriate card to indicate that I will meet this obligation either by payroll deductions or payment directly to the Union.

Date \_\_\_\_\_

\_\_\_\_\_

Employee's Signature

#### **4.08 Indemnity Agreement**

The Union shall indemnify, defend and hold the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Company (1) under Section 4.01 in reliance upon the Union's representation that an employee may be lawfully discharged under Section 4.01, or (2) regarding any withholding of pay to or for the Union including, but not limited to, payroll deductions as provided under Section 4.02.

In consideration for this save harmless and/or indemnification clause, the Company agrees that the Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the Company, under the National Labor Relations Act through attorneys of its own choosing and at its own discretion, but, in any event, if the Company unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the Union. It is further agreed that the Company shall promptly notify the Union of any such action when and if filed and the Union shall, at its own option, defend such actions and/or settle under the circumstances above described.

#### **4.09 Savings Clause**

No action shall be taken pursuant to this Article which contravenes any local, state or federal statute or other applicable law.

#### **4.10 Machinists Non-Partisan Political League (MNPL)**

A. Any employee represented by the IAM, as defined in Article 1 (Recognition) of the current Collective Bargaining Agreement who desires to make contributions to MNPL, must individually and voluntarily authorize the Company to make payroll deductions for such contributions.

B. Authorization for such payroll deductions must be in writing on an authorization card mutually agreed to between the Company and Union. Such authorization card must be on file in the Company's payroll section no less than seven (7) calendar days before deductions will begin.

C. With conditions under Items A. and B. above met, the Company will make a deduction weekly from the employee's wages for the purpose of contributing to MNPL.



- D. All specified monies deducted from employees' wages will be forwarded on a monthly basis to the Treasurer of the Machinists Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772. The monies will be forwarded as soon as reasonably possible after the end of each calendar month within which payroll deductions were made. Accompanying the monies will be a record showing employee name, employee number, social security number, and total amount contributed and so deducted.
- E. Any employee wishing to discontinue payroll deductions for contributions to MNPL must so inform the Company in writing no less than thirty (30) days prior to the date he/she wishes the deductions to cease.
- F. The Union will reimburse the Company for all costs and expenses related to the deduction, collection and transmittal of contributions to the fund. Said reimbursement shall be made on an annual basis.
- G. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in complying with the provisions of this Agreement.

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## ARTICLE 5

### SENIORITY

#### Establishment of Seniority

The seniority of each employee within the bargaining unit defined in Article 2 of this Agreement shall be established as follows:

##### 5.01 Seniority

- A. The seniority date of each employee who, as of the effective date of the Agreement, is in a job classification within the bargaining unit shall be in conformance with that carried on the Company's seniority records.
- B. Seniority will be established as of the hire date with the Company after an employee has worked in established classifications throughout a period of ninety (90) calendar days. This period from date of hire to date of establishing seniority will be known as the probationary period for all new employees and former employees rehired after having lost seniority. All probationary employees will have recourse to the Grievance Procedure in all matters except in cases of discharge or layoff. There will be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period. Probationary employees who are laid off and subsequently rehired into the same classification within a calendar year will be given credit for the number of days on the payroll prior to such layoff in computing the ninety (90) day probationary period. A classification will consist of all employees in a classification as listed in Appendix A.

##### 5.02 Definition of Seniority

- A. Seniority is defined as the length of continuous service with the Company under all previous heritage contracts in any one or more bargaining units covered by this Agreement, and shall be computed from the original date of hire except when seniority has been broken, in which event seniority shall be computed from the last date of rehire. Seniority will be exercised on a classification basis within each geographical location.
- B. There will be no part time employees.

C. It is the intent of the Company to notify the Union as early as practical of reorganizations involving a substantial number of employees represented by the Union. No reorganization will be made for the purpose of including or excluding employees in the IAM bargaining unit.

### **5.03 Accumulation of Seniority**

A. In the following cases, except for probationary employees referenced in 5.01B above, seniority shall accumulate to employees as follows:

(1) Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 2, and Appendix A of this Agreement.

(2) Employees on an authorized leave of absence.

B. Employees who are laid-off and subject to this Agreement, will continue to accumulate seniority during time on layoff, not to exceed seventy-two (72) months.

### **5.04 Loss of Seniority**

An employee will lose seniority and employment will cease for any of the following reasons:

A. If the employee resigns.

B. If the employee is discharged and is not reinstated pursuant to operation of the Grievance Procedure.

C. Upon receiving a notice of recall, if the employee fails to notify the Company's Human Resources Office within three (3) working days ~~from the date appearing on the receipt returned from a certified letter or within six (6) workdays from the postmark of a certified~~ from the confirmed delivery date of an express delivery letter addressed to the employee's last address shown on the Company's records and/or fails to report to work within five (5) working days from date of their notification to the Company of the employee's intention to return to work. The Company, at its discretion, may extend this five (5) day period.

D. All employees on layoff status will be required to maintain a current address with the Company and notify the Company ~~by certified mail~~ of any change in address. The Company may at its discretion, periodically require employees on layoff to register with the Company. The Company will notify employees through certified express mail and provide the registration form. Employees will be required to respond by certified mail

within 30 days of intent to maintain recall status. Failure to respond within the 30 day period will cause the employee to lose recall rights under this Agreement.

- E. When employees are on leave of absence or vacation and are not able to return to work as previously scheduled, they will request extension prior to the expiration of their regular leave by notifying their supervision, and if possible, will give a telephone number and address where they can be reached.
- F. In cases of emergency or for other reasons beyond the employee's control where the employee cannot notify the Company in advance as outlined in the paragraphs above, the employee will do so at the earliest reasonable opportunity and will be required to show satisfactory evidence for the reason for such action.
- G. A five (5) day unreported absence on scheduled workdays ("no call/no show") will be just cause for employment termination and seniority will be lost unless the employee presents satisfactory proof that it was not reasonably possible to report, and avoid, such absence. Any unplanned Aabsence from work will be reported daily to supervision within ninety (90) minutes prior to the beginning of the shift or as soon as possible. Unreported absence of less than five (5) scheduled workdays or avoidable absence or absence considered excessive based on the individual's record and circumstances may subject the employee to disciplinary action.
- H. After an employee is absent due to layoff for a period of seventy-two (72) months. However, only thirty-six (36) months of said seventy-two (72) months will be counted towards vesting and early retirement points under the United Launch Alliance Pension Plan for Hourly Represented Employees provided the employee retains recall rights during said period.
- I. Retirement, including election of defined benefits, under the provisions of the United Launch Alliance Pension Plan for Hourly Represented Employees.

## **5.05 Transfers**

- A. The seniority of an individual transferring into the bargaining unit will be determined by the following provision:
  - (1) Employees having no previous seniority accumulation within the bargaining unit shall have as their seniority date the effective date of transfer into the bargaining unit.

B. The seniority of an individual transferring within the bargaining unit shall be determined by the following:

(1) An employee currently in the bargaining unit, who voluntarily transfers between CCAFS or VAFB into a posted opening in the bargaining unit, will retain their original seniority date in the new geographic location. Seniority rights to the previous geographic location will be lost after 30 working days. Voluntary transfer requests will be honored in seniority order.

(2) Employees transferring between Decatur and either CCAFS or VAFB will begin accumulation of seniority upon the effective date of transfer.

C. By definition "bargaining unit" will include all locations/lodges identified in Article 1 Preamble.

#### **5.06 Nature of Seniority Rights**

Seniority rights are those specified by effective written agreement and shall not be deemed to exist independently of such agreement. Seniority and its use in promotions, layoff and recall is explained in this section of this Agreement.

#### **5.07 Promotions/Vacancies**

A. When an opportunity for promotion to a higher classification or pay grade or vacant position arises within the bargaining unit covered by this Agreement, the most qualified, interested senior employee (except probationary employees) will be promoted from the bargaining unit before any new employee or employees are hired to fill such position or vacancy provided such employee is available on the Company's active payroll and has the necessary qualifications. Where the qualifications of two or more qualified employees are substantially equal, the most senior employee will be promoted. The Company shall immediately announce promotion opportunities to all bargaining unit members at that specific geographical location via an all-employee email and Company web page for a minimum of five (5) business days, or a minimum of six (6) if necessary to touch upon two (2) workweeks.

~~B. The Company shall immediately announce all openings to all bargaining unit members when any promotion or vacant position becomes available. Notice of available bargaining unit classification openings at the location with a brief description of required qualifications shall be posted internally via email or internal~~

~~Company web page, for a minimum of fourteen (14) calendar days. Openings may be concurrently posted externally; however, internal, qualified applicants will be given first consideration.~~

B. When a vacant position or need for employee(s) arises within a workgroup, the Company will solicit trained volunteers from within said workgroup first, then post the opening via an all-employee email and Company web page for a minimum of five (5) business days, or a minimum of six (6) if necessary to touch upon two (2) workweeks.

(1) In cases where the Company intends a temporary reassignment (90 days or less):

(a) The solicitation will be announced in group meetings and employees will have two (2) business days to volunteer.

(b) The employee may be extended by mutual agreement between the Company and the Union.

(2) In cases where the Company intends a permanent reassignment due to vacancy, the solicitation will be announced in an all-employee email and employees will have five (5) business days, or a minimum of six (6) if necessary to touch upon two (2) workweeks.

(3) Should the solicitations not produce enough volunteers to fill the vacant position(s), the Company shall direct by inverse seniority.

(4) The most senior volunteer will be selected for reassignment, unless the Company determines that there is an operational need based on required certifications in the sending workgroup to bypass that individual.

C. Upgrade Review

~~(1) Employees who have been in their job classifications for a period of one (1) year may, through the Union, write a letter to the Company requesting a review of their qualifications to determine whether or not they have the qualifications to perform higher labor grade specific job classifications. The Company shall review the employee's qualifications and determine whether or not the employees are qualified to perform the requested job classifications. The~~

employees and/or the Union shall be informed by the Company as to the results of their reviews within ten (10) days.

~~(2) Employees found qualified shall be placed on the upgrade review list for a period of twelve (12) months. In order to continue to receive upgrade review consideration, the employees must renew their request at twelve (12) month intervals from the date they were first found qualified.~~

~~(3) If there is a disagreement between the Company and the Union as to the employee's qualifications, it may be referred to Step Two of the Grievance Procedure. If it is found that the job requested is available on the date the employee is found qualified or subsequent to this date, the employee found qualified will be given preference for promotion to the job classification for which the employee has been determined qualified before other employees are hired. If an employee of another geographical location or division of the Company is transferred into a classification for which employees on the Company's active payroll have been qualified by upgrade review, the most senior employee shall be upgraded to the higher rated classification. For each employee transferred from another geographical location or division of the Company, the most senior employee that has been found qualified shall be upgraded to the same classification.~~

C. Once every three (3) months, the Company may assess workgroup sizes. If a workgroup is determined to be oversized, the Company will solicit volunteers to move to another workgroup. If there are insufficient volunteers, the Company may move employees by inverse seniority from the oversized workgroup. If workers are moved from a workgroup and the workgroup is increased again, the Company will return the affected workers in seniority order.

D. A promoted employee enters the new classification on a temporary basis for a period of up to forty-two (42) days worked. If during this period the employee cannot satisfactorily perform the job classification, the employee will be returned to the last classification held, seniority permitting.

E. Employees selected for promotion shall receive all pay benefits from the day of promotion.

F. Irrespective of the promotion/vacancy procedures set forth above, the Launch Sites may continue to move and utilize personnel consistent with past practice.

## **5.08 Workforce Miscellaneous**

A. An employee who has been downgraded or laid off due to medical limitations and whose medical condition subsequently improves sufficiently to allow them to perform the required work shall be returned to their former job classification. The foregoing will apply provided work is being performed in such job classification and provided further that their seniority entitles them to such placement when compared to the seniority of employees in such job classification. If their seniority is not sufficient to return them to their job classification, they will be granted recall status subject to the provisions of Section 5.11E. Their recall status will commence on the date they would have been subject to surplus action or the date on which their medical condition is sufficiently improved to allow them to perform the required work, whichever occurs first.

### **B. Definition:**

- (1) Surplusing - Refers to an action involving reductions in force within a classification which results in a layoff or reclassification of employees affected.
- (2) Rehired employees are those former employees who do not have recall rights.

## **5.09 Employees with Identical Seniority Dates**

- A. In Decatur when two or more employees in the classification have the same seniority date, the employee having the lowest last four numbers in their social security number shall be considered having the least seniority for tie-breaking purposes.
- B. At CCAFS and VAFB, when two or more employees in the classification have the same seniority date, the employee having the most seniority will be by alphabetical order of the last name for tie-breaking purposes.

## **5.10 Union Representatives**

- A. Business Representative Designees, Committee Chairpersons, Negotiation Committee members, and Stewards will have top seniority on their shift in their classification during the time they officially remain in that capacity and will not be laid off without prior approval of the Union, provided that work is available in their classification.
- B. Employees who, due to a change in Union status, lose super-seniority granted per Section 5.10A, whose seniority in their current classification is less than employees



already on layoff status, will be allowed to exercise any regression rights granted by this Article, seniority permitting. If they have no regression rights or their seniority does not allow them regression rights to any previously held jobs, they will be processed to layoff within 15 days and the highest senior employee in their current classification will be recalled.

### 5.11 Layoff and Recall

- A. In cases of reduction in force, recall from lower graded classification, recall, regression and layoff, selections will be made on the basis of the last hire date seniority with the Company within an established classification and geographical location. Probationary employees will be laid off first. During layoffs the lowest seniority employees are laid off first; in cases of recall, highest seniority employees are recalled first.
- B. Retention or The Company may retain or recall out of order of seniority will be subject to the provisions of Letter of Understanding No. 05, when an employee possesses critical skills or certifications or has held such certifications. At launch sites, critical skills include Sensitive Compartmentalized Information (SCI) Access and Non-Destructive Test/Non-Destructive Inspection. At the Decatur facility, they include Non-Destructive Test and CNC Machining Certifications. The Company shall make a reasonable effort to fulfill operational requirements without retaining or recalling employees out of seniority order. The Company will provide the Union with the business rationale for the decision and layoff the affected employee(s) out of seniority. In the event skills which are not deemed critical are depleted due to layoff, the Company has the ability to temporarily subcontract such work while additional employees are being trained.
- C. Employees who become subject to layoff while on travel assignments will be returned from such assignment within thirty (30) calendar days to be processed for layoff. The period of eligibility for recall, as specified in this Agreement, shall commence on the date the employees would have been laid off had they not been on travel.
- D. Employees transferred at the Company's request to another department without change in rate or classification who desire to return to their old department will address a letter to the Human Resources department with a copy to the Union stating their desire. The Company will consider such requests before other

employees are placed in the job classification and department from which the employee was transferred and the Company will not unreasonably deny such requests. In the interest of operations and prior to reduction of the working force in a geographical location, the Company will make every effort, except in the case of a mass layoff or cancellation of a contract, to reclassify employees in seniority order who would otherwise be laid off, to work they are capable of performing so long as displacement does not occur. If reduction in the work force or regression would result in a wage decrease for some employees, these employees may accept a layoff instead of such decrease. Bargaining Unit employees who are reclassified to a lower-rated classification shall receive the maximum rate of pay for that classification or their current rate of pay, whichever is lower.

- E. Employees laid off under Section 5.11A will have recall rights to all classifications they previously held within the geographical location from which they were laid off. Employees accepting a downgrade in lieu of layoff will have recall rights to all classifications they previously held within the geographical location.

“Previously held” as used in this Article will mean in cases of layoff and recall that the employee:

As evidenced by the employee’s Employment Record, has satisfactorily performed in the past at the Company’s geographical locations, for a minimum of forty-two (42) days and subsequent to the employee’s last seniority date, the same job as set forth in the job descriptions in affect at the time.

- F. Employees downgraded on or after the effective date of this Agreement in lieu of layoff or recalled from layoff to a lower classification will be given the opportunity to return, as openings may occur and seniority permitting, to all higher rated classifications the employee has previously held at the geographical location in which the downgrade occurred, for a maximum period of seventy-two (72) consecutive months. If employees in this category should be downgraded to other lower classifications during the above mentioned seventy-two (72) months, they will be given the opportunity, as openings occur (seniority permitting), to return to such higher classifications. No employee will be given, as a result of being laid off, downgraded in lieu of layoff or recalled from layoff to a lower rated classification, more than a total of seventy-two (72) consecutive months recall to any classification. In cases of being laid off, only up to thirty-six (36) months of said seventy-two (72) months will be counted towards vesting and early retirement points under the United

Launch Alliance Pension Plan for Hourly Represented Employees provided the employee retains recall rights during said period. ~~Employees downgraded in lieu of layoff for a period of seventy-two (72) months will be placed on the upgrade review list at the geographical location in which the downgrade occurred in the classification held at the time of the initial downgrade and will be considered for job openings in accordance within the appropriate sections of this Article.~~

- G. An employee who accepts a downgrade in lieu of layoff will be given the opportunity to fill the higher job classification previously held prior to downgrade before other employees in the same classification who were offered downgrade refused it and accepted layoff.
- H. Employees who had no downgrade rights at the time of layoff and those employees who exercised their rights to the lower level classification will be placed into openings that occur in such classifications in line of seniority.

**I. Recall to Lower Rated Job**

An individual laid off or who is scheduled for layoff who is offered a job in a lower rated classification the individual has previously held (defined in Section 5.11E) may decline such offer and retain rights to the classification held at time of layoff. If an individual refuses offer of a lower classification and at a later date wishes to be reconsidered for that classification, the individual will indicate this desire to the Human Resources Department in writing. In this event the individual will be returned to the recall list for the lower classification in accordance with their seniority rights. However, if for any reason the individual refuses a subsequent offer to the classification, they will retain recall rights only to other classifications they previously held at time of layoff. The above will apply only to employees scheduled for layoff or on a recall list from layoff. The Union agrees that any individual in layoff status because of having declined the lower rated job has no claim from any back wages whatsoever and it is not subject to the Grievance Procedure.

- J. **Short-Duration and Disability Recalls:** An employee offered a recall from layoff that is expected to last less than ~~60~~ one-hundred eighty (180) days ('short-duration recall') may decline such offer and still retain rights to the classification held at time of layoff. Employees who are medically certified as disabled or incapacitated during recall will be bypassed but retain recall rights for future job openings. For short-duration recalls that commence after the effective date of this Agreement, if it

is determined that such recalled position is going to be made full-time, the full-time position will be offered to the most senior of either those working temporarily or those employees on the recall list.

- K. Whenever practicable, affected employees will be given at least 10 working days notice prior to layoff.
- L. By mutual agreement, the parties may extend classifications to include other groups or other classifications in the same geographical location.

## **5.12 Voluntary / Accelerated Layoff**

Upon a surplus declaration within an employee's classification and geographic location, and subject to management approval, employees may request either an accelerated or voluntary layoff. Subject to the following provisions:

### **A. Volunteering for Layoff**

Employees wishing to volunteer for layoff ahead of less senior employees may submit a request in writing to their supervisor, with a copy to the Union, to receive consideration for a voluntary layoff under the following conditions:

- (1) There must be a pending reduction in force which would affect the employee's current classification.
- (2) Production-Business needs will determine the employee's eligibility; such things as skills or phase of work will be considered in the employee's final eligibility.
- (3) Requests for layoff that meet the above eligibility requirements will be approved on the most senior basis of those desiring layoff.
- (4) An employee approved for voluntary layoff will be placed on the recall list per the following:
  - (a) Employees that are granted a voluntary layoff will be appropriately identified and placed at the bottom of the recall list. After one (1) year, an employee may elect to return to the proper seniority order on the recall list by submitting a written request to the appropriate Human Resources representative.
  - (b) The employee will not have the right to displace less senior employees who remain on the active payroll.

(c) The employee must comply with all change of address notification requirements required by this Collective Bargaining Agreement.

Complaints and/or grievances arising from the application of this provision will not be subject to Step 4 of the Grievance Procedure.

## **B. Employees Given Advanced Notice of Layoff**

Employees who have been given an advanced notice of layoff and voluntarily leave the Company prior to the layoff date for the purpose of commencing other employment will, upon providing proof suitable to the Company of such employment prior to leaving the active payroll, be afforded normal recall rights as specified in this Agreement. The Company may then retain less senior employees on the payroll in the classification affected by the layoff.

If the layoff is cancelled after an employee leaves the payroll as set forth above, the employee may upon written election:

- (1) Return to the payroll immediately if a job is available
- (2) Remain on the recall list for a period not to exceed one hundred twenty (120) days following the date layoff was to occur, provided there is at least one less senior employee on the recall list available for recall to that classification. Upon recall of that less senior employee, the subject employee will return to the active payroll at such time a job is made available, or lose their seniority.

This provision will not apply to employees who fail to provide notice of other employment prior to leaving the active payroll.

Complaints or disputes regarding this provision will be referred to the Directing Business Representative or Grand Lodge Representative and the ER/LR Leader or the ER/LR Specialist of the applicable location for final resolution and will not be subject to the Grievance Procedure.

## **5.13 Temporary Layoffs**

- A. The provisions of this Article will not apply to layoffs of ten (10) working days or less which are caused by such conditions as: temporary reduction of operating schedules, material shortages, equipment failure, power failure, fire, flood, acts of God, labor dispute or other conditions beyond the control of the Company.

- |
- B. It is understood that an effort will be made to loan employees, if suitable work is available, before employees are temporarily laid off. The selection of employees for loan in the event of temporary layoff will be made by seniority, starting with the least senior.
  - C. The temporary layoff clause will not be used for the purpose of disciplining employees.
  - D. Temporary Layoffs shall not exceed fourteen (14) consecutive days in any one hundred and eighty (180) day period and no employee shall be temporarily laid off more than twice in any calendar year. Employees on temporary layoff shall not be placed on the recall list as defined in Article 5, but mandatorily returned to the classification and location temporarily laid off from, with full and uninterrupted seniority rights, prior to enforcement of the recall rights established in Article 5.

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**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**6.01 Introduction**

Should differences arise between the Company and its employees with respect to any of the terms, provisions, classifications or rates and/or application covered by this Agreement, there will be no suspension of work, but an earnest effort will be made to settle such difference promptly in the manner hereinafter outlined.

**6.02 Definitions**

- A. The term “grievance” as hereinafter used in this Agreement shall mean a written claim by an employee in the bargaining unit that the Company has violated a specific provision(s) of this Agreement by action or omission of such action which the employee claims as a right given to them under such specific provision(s) of this Agreement. Grievances shall be signed by the aggrieved employee and the employee’s steward, except in cases where there is no designated steward immediately available to process the grievance. In this event the Grand Lodge Representative or the designated representative of the Union may appoint a temporary steward from among the workers in the department of the aggrieved provided Human Resources is notified prior to making such temporary appointment.
- B. The term “general grievance” shall mean any written claim by the Union of an alleged violation of a specific provision(s) of this Agreement of a general nature which cannot be settled by an immediate supervisor or the department head or a dispute over the interpretation and/or application of the terms or provisions of this Agreement affecting employees within the bargaining unit. General grievances shall be initiated and signed by the Grand Lodge Representative or the designated representative of the Union and submitted in Step Three to Human Resources.
- C. Grievances and general grievances shall be reduced to writing on a fully executed form approved by the parties.

**6.03 Time Limits**

- A. There shall be no responsibility on the part of the Company to make an adjustment on any grievance unless it is submitted within ten (10) working days from the date

the aggrieved knew of the act or omission on which it is based. Failure to file a grievance or general grievance within the ten (10) working days time limit shall render the grievance void.

- B. No claims by an employee covered by this Agreement or by the Union against the Company shall be valid for a period prior to the date the grievance was first filed, unless the circumstances of the case were unknown by the employee or the Union, as the case may be, to know that the employee or the Union had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of sixty (60) working days prior to the date the claim was first filed as a grievance.
- C. In cases of recovery of an overpayment of wages made to an employee by mistake, the Company shall not recover an overpayment made more than sixty (60) working days prior to the date the overpayment became known to the Company or the employee.
- D. If the Union fails to so notify the Company of its intention within the time limits specified, the grievance shall be considered withdrawn.
- E. It is the intent of both parties that grievances shall be handled promptly within the time limits specified in each step of the Grievance Procedure. However, time limits may be extended in any step of the Grievance Procedure by mutual consent.

#### **6.04 Discharges and Reduction in Force**

- A. Discharged employees or an employee given a disciplinary suspension may request the presence of their steward for the purpose of filing a grievance before leaving the site, unless circumstances necessitate their immediate removal from the premises, in which case the steward, if requested, shall have the privilege of talking to the employee in a place designated by the ER/LR Leader or the designated representative.
- B. Grievances regarding discharge, disciplinary suspension, or layoffs due to reduction in working force shall be initiated in Step Two of the Grievance Procedure and must be filed in writing within ten (10) working days of the discharge or lay-off. Failure on the part of the Union or employee to file such grievance within the time limits specified above shall render the grievance void.



C. The Company will at the time of discharge, furnish in writing to the employee the reason why such employee is being discharged.

## **6.05 Grievance Steps**

### **A. Step One**

- (1) In handling a request or complaint, employees and their steward may take up the request or complaint with the employee's immediate supervisor during working hours without loss of compensation. The immediate supervisor shall give an answer to the request or complaint within two (2) working days after presentation.
- (2) All settlements reached in this Step will be considered as being final and for the instant case only. Such settlements will be non-precedent setting and shall not be cited by either party in any other proceeding including, but not limited to arbitration.

### **B. Step Two**

- (1) If a satisfactory settlement has not been reached in Step One and if it is desired to process the grievance into Step Two, the grievance must be reduced to writing on the approved grievance form by the parties wherein the following shall be included:
  - (a) Statement upon which the grievance is based with a general description of the violation.
  - (b) The section(s) of the Agreement claimed to have been violated.
  - (c) The corrective action requested.
  - (d) The date and signature of the aggrieved employee and the Union steward.
- (2) Within five (5) working days after the date of supervisor's answer in Step One, one (1) copy of the grievance form shall be presented to the employee's immediate supervisor. The department head (usually the second level supervisor), the ER/LR Specialist, and the Committee Chairperson shall meet within three (3) working days to review the facts submitted on the grievance form. The immediate supervisor and the aggrieved employee may be present for the purpose of presenting pertinent information. If the department head and the Committee Chairperson/Senior Steward are able to reach an agreement, it shall be final and binding on both parties. If they are unable to reach an agreement,

either party may adjourn the meeting and the grievance shall be considered unresolved.

### C. Step Three

- (1) If the grievance is not resolved in Step Two, it may be referred to the ER/LR Leader at the respective locations or the designated representative at the site and the Union Grand Lodge Representative or the Union Business Representative or their designated alternate within three (3) working days after the case is placed in dispute in Step Two. The parties will meet (in person or by phone) within five (5) working days from the date the grievance is referred to Step Three in an effort to resolve the grievance. If a satisfactory settlement is not reached, it may be referred to arbitration in accordance with the terms and provisions of this Agreement.
- (2) Grievances regarding discharge or layoff shall be heard within five (5) working days following referral by the Union to Step Three.
- ~~(3) Designated representatives of the Company and/or the Union shall not handle a grievance in this step of the Grievance Procedure if such a representative has been involved in the grievance by participating in prior steps of the Grievance Procedure.~~
- ~~(4)~~ (3) By mutual agreement, the parties may waive step three.

### D. Step Four - Arbitration

- (1) If the grievance is not settled in Step Three, the matter may be referred to arbitration by the Union within ten (10) working days. If recourse is to arbitration, the Union shall notify the Company in writing that it desires the case to be arbitrated.
- (2) Thereupon, an arbitrator shall be selected by mutual agreement of the parties within ten (10) working days after the Union has indicated in writing its desire for arbitration.
- (3) In the event the parties are unable to agree on an arbitrator within such period, the Union shall immediately request the Federal Mediation and Conciliation Service to submit a list of ~~five (5)~~ seven (7) persons from which the Arbitrator shall be chosen.

(4) Upon receipt of the Federal Mediation and Conciliation panel of arbitrators listing, the parties shall meet within ten (10) working days and shall alternately strike one name from such a list (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be arbitrator. At this meeting, the parties shall set forth in writing the issue to be the subject of arbitration.

(5) After an arbitrator has been selected, a pre-arbitration meeting may be held in an effort to resolve the grievance prior to arbitration. If the parties are unable to settle the grievance and/or general grievance prior to the scheduled arbitration, the grievance shall then be considered by the arbitrator and the decision shall be accepted by both parties and the aggrieved as final and binding.

The fee of the arbitrator and the necessary expenses (exclusive of any payment to witnesses) of any arbitration proceeding shall be borne equally by the Company and the Union, except that each party shall pay the fees of its legal counsel or representative(s). The Union shall pay its representatives (including Stewards and Committee Chairpersons) for all hours spent preparing for and attending the Arbitration. If employees or other witnesses are called by the Company, the Company will reimburse them for time lost. If Company employees or other witnesses are called in as witnesses for the Union, the Union will reimburse them for time lost. The function of the arbitrator shall be to determine controversies arising out of or within this Agreement and the Arbitrator shall have no power to arbitrate away in whole or in part, or to add to or subtract from, or to change any of the terms or provisions of this Agreement. Notice of any claims by either party that an arbitrator's award hereafter and hereunder is invalid, in whole or in part, under the laws of the applicable State, shall be served in writing upon the other party within ten (10) days after receipt of the written award in question, and there upon the party giving notice shall proceed as promptly as possible with the institution of proceedings seeking to modify or set aside the award. The parties agree that if such notice is not given, such failure shall constitute a waiver of any legal objections to said award. Arbitration hearings shall be heard at a location mutually agreed upon by the parties.

## ARTICLE 7

### WAGE RATES

#### 7.01 Job Evaluation Plan

The job descriptions, glossary of terms, rate ranges, job evaluation and job evaluation plan agreed upon between the parties and made a part of this Agreement will remain in effect for the duration of this Agreement except as new job classifications may be added under the provisions of 7.02 below.

#### 7.02 New Job Classifications

- A. It is recognized that changing conditions and circumstances may require the establishment of new job classifications within the collective bargaining unit heretofore defined because of changes in job content growing out of the introduction of new products, changes in equipment or tooling or in method of processing or in materials processed, etc. When the Company and the Union mutually agree that a new job has been in use a sufficient time to determine the work operations, the Company will prepare and submit for negotiation to the Union the descriptions, job evaluations and appropriate rate ranges for such job classifications as will have been determined to be within the collective bargaining unit. If agreement regarding the descriptions and evaluations has not been reached after ten (10) working days, the Company may place the job classifications into effect. The Union will have the right within thirty (30) days thereafter to file a "grievance general in character" over any alleged improper evaluation of such job classifications. If the Union does not file a grievance within the time limit specified above, the job classification and rate range established by the Company will be considered to be fair and equitable and will remain in effect.
- B. The Company, in describing, evaluating and assigning rate ranges for these new job classifications herein affected, will apply established wage determination techniques, including the employment of the agreed upon job evaluation plan.

#### 7.03 Job Classifications

- A. The "Basic Function" is a brief description of the job classification as a whole and distinguishes the job classification from other job classifications. The job descriptions for each job classification specify typical work operations which illustrate

levels of difficulty and thereby provide a means for distinguishing between grades of related job classifications. Such typical work operations which illustrate levels of difficulty are not intended to include all work operations which comprise the job classification grade. An employee will not be required to perform all work operations described in a job description in order to be eligible for classification thereunder. An employee will not be eligible for classification under a job description by reason of performing isolated or singular duties which are not representative of the level of difficulty indicated by the classification as a whole. However, an employee who regularly and consistently performs work operations which are representative of the level of difficulty of a job classification will be considered eligible for that job classification.

- B. When work operations are not adequately or specifically described, such work operations will be appraised and accordingly classified as belonging under the most appropriate job description by considering the level of difficulty or complexity of said work operations, primarily in comparison with comparable work operations described in the "Principal Duties and Responsibilities" section of the job description.
- C. A job description will not be construed so as to restrict in any manner the rights of the Company to assign work to employees nor to grant or concede to any employee or group of employees any right to refuse to perform assigned work for the reason that such work is not described specifically in the job description of the employee's job classification or is described in another job description.
- D. Assignment of job classifications will be based primarily upon a consideration of the level of difficulty or complexity of work operations performed by an employee as a regular job assignment in relation to the job requirements and typical work operations set forth in the "Principal Duties and Responsibilities" section of the job description. An employee is required to perform the work operations, duties, and other distinguishing characteristics described in a job description under the degree or amount of supervision or instruction which is considered usual and normal in order to qualify for classification thereunder.
- E. Except as provided in paragraph F below, when an employee is regularly assigned to a job classification assigned to a lower labor grade, the employee may receive no more than the maximum rate for the labor grade to which such lower rated job classification is assigned.

~~F. If, upon the effective date of this Agreement, any employee is receiving a rate in excess of the maximum rate for their proper job classification, this rate will be designated as the employee's "personal rate" and this rate will not be changed unless the employee, in accordance with the provisions of this Agreement, is subsequently assigned to different job duties covered by a lower rated job classification or the employee refuses assignment to a job in a higher rated classification which the employee is able to perform. If an employee holding a "personal rate" is regularly assigned at the request of the Company, to different job duties, assigned to a lower labor grade and within thirty (30) days thereafter is reassigned to the job duties which the employee was performing upon application of the new wage plan, the employee will have their "personal rate" restored effective upon the date of such reassignment. Assignment of an employee to different job duties covered by a lower rated job classification will not be made for the purpose of avoiding payment of the "personal rate." The Company will endeavor, wherever practicable, to find jobs in higher rated classifications for employees with "personal rates."~~

~~G. An employee placed in a classification held previously as a matter of record other than as specified in Article 5.11 E, F, G or H, or not previously held as a matter of record, enters the classification on a temporary basis for a period of up to forty-two (42) days worked. If during this period the employee cannot satisfactorily perform the job classification, the employee will be returned to the last classification held, seniority permitting. Should the employee disagree with the supervisor's evaluation, the employee may request a review by the department head for final determination.~~

#### **7.04 Labor Grade Structure**

The Labor Grade Structure in effect upon ratification of this Agreement appears in Appendix ~~B~~ B and includes the incorporation of the previously earned twenty-three cents (\$.23) cost-of-living adjustments into the maximum of the rate ranges effective ~~May 4, 2015.~~

#### **7.05 General Wage Increase and Lump Sum Payments**

Upon ratification of this Agreement, employees on the active payroll or on an approved leave of absence as of ~~May 4, 2015~~ May 7, 2018 will receive a general wage increase of ~~two and one-half percent (2.5%).~~ one and one half percent (1.5%). The new wage for each employee will be computed as shown below.

Employees on the active payroll or on an approved leave of absence as of ~~May 4, 2015~~May 7, 2018, will be eligible to receive a \$6000.00 lump sum payment, which will be paid ~~on July 3, 2015~~ on or before June 29, 2018, provided notice of ratification is received on or before ~~May 4, 2015~~ May 7, 2018. Employees may defer all or part of this lump sum payment to their 401(k) plan without Company match.

#### **A. Method for First Year's Rate Adjustments**

~~Fold present COLA into all classification rate range maximums and into each employee's base rate prior to applying the two and one-half percent (2.5%) general wage increase. Each employee's base rate will be increased by one and one half percent (1.5%). The rate range maximums will also be increased by two and one-half percent (2.5%) one and one half percent (1.5%) on the same date.~~

All employees who are below the new classification maximums will be able to progress to the new maximum rates for the respective classifications.

~~In Decatur, before the two and one-half percent (2.5%) increase is added to the base rate, a regional equity adjustment of \$0.50 will be added to the base rates and the maximums for all classifications.~~

#### **B. Additional Base Rate Increases**

##### **(1) Second Year Rate Increases**

Effective Saturday ~~May 7, 2016~~ May 6, 2019, employees on the active payroll or on an approved leave of absence will receive a ~~two percent (2%)~~ one and three quarters percent (1.75%) general wage increase applied to their base rate. The rate range maximums will be increased by ~~two percent (2%)~~ one and three quarters percent (1.75%) on the same date.

##### **(2) Third Year Rate Increases**

Effective Saturday ~~May 6, 2017~~ May 4, 2020, employees on the active payroll or on an approved leave of absence will receive a two ~~and one-half percent (2.5%)~~ (2.0%) general wage increase applied to their base rate. The rate range maximums will be increased by two ~~and one-half percent (2.5%)~~ (2.0%) on the same date.

#### **Bargaining Unit Compensation**

When used in this Agreement in connection with lump sum payment, Bargaining Unit Compensation shall be defined as wages received for hours worked while in the bargaining unit, including overtime and shift premium, Paid Personal Leave, holiday pay and vacation pay, but excluding payments under employee suggestion programs, tuition refund payments, signing bonus, and all other lump sum payments, payments made under Workers' Compensation, or disability insurance and all other payments.

#### **7.06 Progression within Rate Ranges**

- A. Employees in all job classifications will receive automatic wage increases of twenty-five cents (\$.25) per hour each twelve (12) weeks after their assignment to such job classification, until the maximum of the rate range is attained. If an automatic increase will bring an employee's base rate within four (\$.04) cents of the maximum of the employee's rate range, such amount, one (\$.01) cent, two (\$.02) cents, three (\$.03) cents or four (\$.04) cents, will be added to the employee's last automatic increase. The Company, at its sole discretion, may grant merit increases in addition to the rate progression specified above.
- B. Absences of three (3) or more continuous calendar workweeks, not covered by authorized leave with [Company pay](#) or [approved Family Medical Leave](#), will not be counted toward the accumulated time necessary for automatic increases. Absences of employees engaged in Company-Union negotiations are exempt from the above provisions.

#### ~~7.07 Notification of Change in Employee Status~~

~~The Company will notify employees in writing of any change in their job classification, department, and field of specialization or in grade position except those employees affected by automatic progression increases and general increases.~~

#### ~~7.08 Cost-of-Living Adjustment~~

- ~~A. Effective May 4, 2015, each individual having a cost-of-living adjustment then in effect will have that individual cost-of-living adjustment incorporated into their base rate prior to the first General Wage Increase.~~
- ~~B. Subsequent cost-of-living adjustments, in accordance with the following provisions of this Article, will be determined in accordance with increases or decreases in the Consumer Price Index, for Urban Wage Earners and Clerical Workers (CPI-W, United States City Average - all items, 1982-84 = 100) as now published monthly by~~



the Bureau of Labor Statistics, United States Department of Labor, and hereinafter referred to as the BLS Index.

C. The first cost-of-living adjustment will be effective August 8, 2015 and will apply to employees on the active payroll on that date. Employees hired subsequent to that date will be entitled to only those additional cost-of-living amounts which become effective subsequent to their date of hire. The amount of this adjustment and subsequent adjustments (which will be applied as per the following paragraphs) will be one (\$.01) cent for each 0.3 point change of the average of the BLS Consumer Price Indexes for the three (3) month periods stated below at each effective date of adjustment over the BLS Index of 229.5, provided, however, that in no event will there be a pyramiding of cost-of-living adjustments as a result of the computations.

Effective dates \_\_\_\_\_ Based upon average of the three  
of Adjustments \_\_\_\_\_ months BLS Consumer Price Index for:

August 8, 2015 \_\_\_\_\_ April, May, June 2015

November 7, 2015 \_\_\_\_\_ July, August, September 2015

February 6, 2016 \_\_\_\_\_ October, November, December 2015

May 7, 2016 \_\_\_\_\_ January, February, March 2016

August 6, 2016 \_\_\_\_\_ April, May, June 2016

November 5, 2016 \_\_\_\_\_ July, August, September 2016

February 4, 2017 \_\_\_\_\_ October, November, December 2016

May 6, 2017 \_\_\_\_\_ January, February, March 2017

August 5, 2017 \_\_\_\_\_ April, May, June 2017

November 4, 2017 \_\_\_\_\_ July, August, September 2017

February 3, 2018 \_\_\_\_\_ October, November, December 2017

May 5, 2018 \_\_\_\_\_ January, February, March 2018

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Example: \_\_\_\_\_ If CPI average for the \_\_\_\_\_ The COLA

_____ previous three months is:	_____ adjustment is:
_____ 229.5 to 229.7	_____ \$.00
_____ 229.8 to 230.0	_____ \$.01
_____ 230.1 to 230.3	_____ \$.02

~~D. All cost-of-living adjustments will be carried as a float for the duration of the Agreement.~~

~~E. The amount of any cost-of-living adjustment applied during the period this Section is in effect will be added to the base wage rate of each hourly employee and will be applied in determining currently effective pay rates for the following purposes subject to the application provisions of this Agreement: (1) Overtime pay (2) Holiday pay (3) Vacation pay (4) Personal leave pay (5) Jury duty pay (6) Bereavement pay.~~

~~F. In the event that any BLS Index referred to herein is not officially published on or before the Wednesday immediately preceding the effective date on which a cost-of-living adjustment would otherwise be made, such adjustment will be made effective the Monday following the first (1st) Wednesday such BLS Index is officially available.~~

~~G. No adjustment retroactive or otherwise will be made because of any revision which may later be made in the published figures of the BLS Index.~~

~~H. In the event the Bureau of Labor Statistics, United States Department of Labor, changes the form and/or method of calculation of the BLS Index and publishes a new monthly Index which differs from that defined in paragraph B of this Section but continues to publish the BLS Index used in this Section by converting the new monthly Index or by other means, such BLS Index will continue to be used in applying this Section. In the event the Bureau of Labor Statistics publishes a new monthly Index but discontinues publication of the current BLS Index, this Section will be automatically canceled and the Company and the Union will enter into negotiations with respect to a substitute cost-of-living index.~~

**7.097.07 Cost of Living Supplements**

On or before ~~December 18, 2015, October 31, 2018,~~ a supplemental Cost-of-Living payment in the amount of ~~\$850.00~~ twelve hundred dollars (\$1,200.00) will be paid to each employee on the active payroll or on approved leave of absence on ~~December 5, 2015, October 13, 2018~~ who has completed the probationary period. Employees may

defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.

On or before ~~December 16, 2016, October 31, 2019,~~ a supplemental Cost-of-Living payment in the amount of ~~\$850.00~~ twelve hundred dollars (\$1,200.00) will be paid to each employee on the active payroll or on approved leave of absence on ~~December 3, 2016, October 12, 2019,~~ who has completed the probationary period. Employees may defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.

On or before ~~December 15, 2017, October 31, 2020,~~ a supplemental Cost-of-Living payment in the amount of ~~\$850.00~~ twelve hundred dollars (\$1,200.00) will be paid to each employee on the active payroll or on approved leave of absence on ~~December 2, 2017, October 17, 2020,~~ who has completed the probationary period. Employees may defer all or part of this Cost-of-Living payment to their 401(k) plan without Company match.

#### **7.107.08 Group Leader Bonus**

The Company shall have the right to assign an employee as a Group Leader per Section-17.11.

An employee assigned in writing by the Company as a group lead shall be paid a premium of \$1.00 per hour over the maximum base rate of the highest paid employee of any employee of the group lead. The additive will only be paid so long as they are actually leading the work group. The premium shall be removed any time the Group Leader is on any leave of absence.

#### **7.117.09 Required State and Federal Certifications and Licenses**

The Company will pay for work time lost during regular working hours for state or federal required certifications and licenses including time lost for tests and retests. Time lost outside of regular working hours will be paid ~~on a case-by-case basis for by~~ the Company.

#### **7.127.10 Crane Operator Premium (Launch Operations)**

Employees who perform crane operator and crane rigging duties during the lifting operations of flight hardware will receive an additive of \$.50 per hour during the performance of those duties.

**~~7.13~~–7.11 SCAPE / SCBA / Level A, B, or C Hazmat Suits**

Premium will be \$20.00 per day when suited up. Also applies to Decatur acid-loading process and working with Hexavalent Chromium.

**~~7.14~~–7.12 NDT**

An additive of \$1.00 per certification up to \$2.00/hour base rate - Employees who hold certification(s) in x-ray Level 2, ultrasound Level 2, Mag particle Level 2, Eddy Current Level 2. The additive only will be paid so long as the employee is an assigned member of one of the organization units performing NDT operations.

**~~7.15~~7.13 Decatur Flight Hardware Welders**

An additive of up to \$2.00/hour above base rate – Three opportunities for additive in welding:

\$1.00 – holds 3-5 specified weld certifications (GTAW)

\$1.00 – holds 6 or more specified manual weld certifications (GTAW), a minimum of 2 of the 6 must be for aluminum alloys

\$1.00 – holds 1 or more specified weld certifications (VPPAW)

The additive only will be paid so long as the employee is an assigned member of one of the organization units performing weld operations.

**~~7.16~~7.14 Decatur Flight Hardware CNC Machinists**

An additive of up to \$2.00/hour above base rate – Two opportunities for additive in CNC machining:

\$1.00 – holds 1 certification in Gantry Skin Mill, Hemi Mill (or other 5-axis mill), or VTL operator

\$1.00 – holds 2 or more certifications in Gantry Skin Mill, Hemi Mill (or other 5-axis mill), or VTL operator

The additive will only be paid so long as the employee is assigned as a member of the SRD Machining Center organization unit, or any future organization unit that may perform CNC machining operations.

## ARTICLE 8

### HOURS OF WORK AND OVERTIME

#### 8.01 Introduction

A. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week; or as a limitation on the Company's right to require overtime work, provided it pays the employees therefore on the basis provided in this Article and does not cause the employees a hardship.

#### 8.02 Definitions

##### A. Workday

(1) For pay purposes, the workday shall be from 12:00 ~~a.m. (midnight)~~ to ~~12:00 midnight-11:59 p.m.~~ for all employees. An employee working on continuous overtime after the end of their regular shift and continuing to work into a new workday shall continue on overtime at the prevailing overtime rate as defined in this Article.

(2) When an employee's overtime continues from one (1) workday into a new workday, those hours continued into the new workday without break will be reverted to the previous workday for purposes of computing overtime. Hours which have been reverted to a previous workday for purposes of computing overtime will not be counted again in any other workday.

##### B. Workweek

(1) For pay purposes, the workweek for all employees begins and ends at 12:00 ~~a.m. (midnight-midnight)~~ Friday.

(2) In the event the Company desires to change the workweek for pay purposes, the Company will provide six (6) months' notice to the Union prior to implementation.

##### C. Non-Standard Workweek

The Company and the Union agree to the following use of a non-standard workweek:

- |
- (1) The use of a non-standard workweek will be limited to forty-five (45) working days before, and including, launch. Launch rescheduling may result in extensions beyond forty-five (45) days.

When employees are assigned to work with Engineering, the Customer and Satellite Contractors in support of spacecraft unique events which normally occur off base, employees may be designated to work a non-standard schedule outside the forty-five (45) day period.

- (2) A non-standard workweek may be assigned to employees needed to support major events supporting launch and the launch itself. Logical work groups in support of a major event or test may be assigned to a non-standard workweek.

Normally, affected employees will be notified as early as possible, but no later than, the end of the last day of the employee's current shift. In the event of a rescheduled major event, notice will be given as early as possible, but no later than noon of the shift prior to the start of the employee's new shift.

- (3) The non-standard workweek will consist of seven (7) consecutive days commencing at the beginning of the first of five (5) consecutive days other than Monday. The non-standard workweek may apply to all shifts.

- (4) Employees assigned to a non-standard workweek will receive a premium of one dollar (\$1.00) per hour for all hours worked. The non-standard premium will be in addition to the shift premium.

- (5) For the purposes of the non-standard workweek, reverting from a non-standard workweek to a standard workweek or converting from a standard workweek to a non-standard workweek, all provisions of Article 8.02E(4) and 8.02H will apply except the sixth (6th) day is substituted for Saturday and the seventh (7th) day is substituted for Sunday.

- (6) Holiday Pay: Pay for eight (8) hours at the working rate plus shift and non-standard workweek premium, if any, shall be paid to eligible employees for each of the Holidays listed in Article 10 regardless of the day of the week upon which the Holiday falls.

- (7) This Section 8.02C will not be used for any other purpose other than those listed in 8.02C(2) of this Agreement and is not applicable to personnel not needed to support events listed in 8.02C(2).

## D. Schedule of Work

- (1) Standard Schedule of Work - First and Second Shift: A standard schedule of work for employees assigned to the first (1st) and second (2nd) shifts generally shall consist of forty (40) hours; i.e., five (5) eight (8) hour shifts, Monday through Friday. The eight (8) hours generally shall be worked within nine (9) consecutive hours.
- (2) Standard Schedule of Work - Third Shift: ~~A standard schedule of work for employees assigned to the third (3rd) shift generally shall consist of thirty two and one-half (32-1/2) hours; i.e., five (5) six and one-half (6-1/2) hour shifts, Monday through Friday. The six and one-half (6-1/2) hours generally shall be worked within seven and one-half (7-1/2) consecutive hours.~~ A standard schedule of work for employees on third (3<sup>rd</sup>) shift generally shall consist of forty (40) hours; i.e. five (5) eight (8) hour night shifts, Sunday through Thursday. The eight (8) hours generally shall be worked within nine (9) consecutive hours. Even though employees working third shift may be assigned to start their shift before Midnight, they shall charge all hours worked during the shift to the day their shift ends.
- (3) Management may give employees a day off, including weekends, in advance of the fifteenth (15<sup>th</sup>) day, as required to support critical schedules. The employee directed off shall be paid straight time or premium time, as applicable. Employees not allowed to work their regular scheduled shift due to the fourteen (14) consecutive day Range Safety or the Decatur Extended Duration Work Period limitation will be compensated eight (8) hours of straight time pay at their current rate.

## E. Shift Schedules and Overtime

- (1) An employee's regular shift shall be defined as the shift to which an employee is assigned (first, second or third). The assignment to regular shift on Monday (Sunday night for ~~Decatur~~ 3<sup>rd</sup> shift) establishes the employee's shift for their scheduled workweek. The shift assignment, however, shall not be construed so as to restrict the right of management to require or direct an employee to report to work other than at the normal starting time of the shift, provided such employee is compensated in accordance with the provisions of paragraph E(4) below.

(2) The normal starting times of shifts are:

1st shift - 05:00 a.m. through 08:00 a.m.

2nd shift - 02:30 p.m. through 05:30 p.m.

3rd shift - 10:00 p.m. through 02:00 a.m. the following workday.

The above schedule is indicative of normal starting times only and the Company may change start times throughout the workweek as long as the start time does not go outside the normal starting time stated in E(2) and paragraph E(4) does not apply. In addition, the above start times shall not be construed to restrict the right of the Company to establish starting times other than those specified above when necessary due to operational requirements. Employees will be notified of a change in shift modified start time no later than twelve (12) hours prior to the start of the employee's next shift. An employee who is assigned to a shift which starts outside of the normal starting times or who does not receive the twelve (12) hours' notice defined above shall be compensated in accordance with the provisions of paragraph E(4) below.

(3)(a) Any change in an employee's regular shift shall become effective at the beginning of a workweek, provided the employee has been contacted by the Company personally or by telephone (including leaving a voice mail message) and notified of such change in the event of a rescheduled major operation no later than twelve (12) noon on Sunday prior to the start of the employee's new shift on Monday.

(b) For other shift changes, notification will be made by personal contact or by telephone (including leaving a voice mail message), in writing or via email with employee acknowledgement prior to the end of the employee's shift on Friday. In the event, however, a change in a regular shift assignment is required as a result of acts of God, fire, flood, power failure, threat, or explosion, the provisions of paragraph E(4) shall not apply.

(c) Employees on travel status, vacation or absent shall have their regular working shift established the day after reporting to the location, and the provisions of paragraph E(4) shall not apply if the work shift assignment involves working a different shift than the employee worked prior to any of the conditions mentioned above.



(4) All hours worked outside the employee's regular shift shall be compensated at time and one-half the employee's working rate of pay for work performed up to and including eleven (11) hours in a workday, provided the employee works all available hours until the completion of their regular shift. ~~Any employees who are called in earlier than their regular shift shall be allowed, if scheduled work is available, to work to the end of their normal shift. The Company is not obligated to work any employee in the above circumstances more than ten (10) hours.~~ If work is available and the employee elects to leave prior to the completion of their regular shift, they will only be paid time and one-half the working rate for hours in excess of eight (8). All hours worked outside an employee's regular shift when combined with the straight time hours worked during the employee's regular shift exceeding eleven (11) hours in a workday shall be paid at double time the employee's working rate of pay.

(5) All hours worked within the employee's regular shift shall be compensated at straight time the employee's working rate of pay. An employee who is directed to work the hours of the employee's regular shift and fails to report at the start of such regular shift shall be paid straight time rate for the first eight (8) hours ~~six and one-half (6-1/2) hours for 3<sup>rd</sup> shift~~ worked during that workday.

(6) An employee who is eligible for premium pay as outlined in paragraph E(4) above shall be paid the shift premium, if any, applicable to the employee's regular shift during the scheduled workweek and all hours worked on Saturday and Sunday.

**(7) Lunch**

The Company shall provide employees a lunch period at the regular time, whenever possible, with the following deviations considered permissible when requirements dictate deviations from standard practice:

(a) An employee shall not be required to take a lunch period earlier than three and one-half (3-1/2) hours after the start of their shift or later than two and one-half (2-1/2) hours before the end of their shift.

(b) Employees who are not permitted to take a lunch period shall be compensated for the time involved in accordance with the premium pay provisions of paragraph 8.02E(4) of this Article.

(8) The management agrees that when overtime is scheduled prior to the end of the employee's regular shift (Monday through Friday) a minimum of one (1) hour's work will be made available, provided it is not beyond the control of the management to continue the one (1) hour's work. If the job assignment is completed during the first (1st) hour, and the employee elects to leave, compensation will cease.

(9) Unscheduled overtime may be worked and paid for any period of time beyond the regular shift.

F. **Base Rate:** Base rate as used in this Agreement shall be the basic hourly wage rate of an employee excluding all other payments.

G. **Working Rate:** Working rate as used in this Agreement shall be the employee's base rate plus other applicable payments, if any, as provided in this Agreement.

~~The working rate for a third (3rd) shift employee shall be computed in accordance with the following formula:~~

$$\frac{(\text{Applicable Working Rate}) \times 8}{6-1/2}$$

H. **Overtime-Pay Rates:**

(1) **Time and One-Half Pay:** Time and one-half (i.e., one and one-half times the employee's working rate) shall be paid in each of the following instances:

(a) All time worked in excess of eight (8) hours in a workday, up to and including eleven (11) hours, by first (1st) ~~and~~, second (2nd) and third (3<sup>rd</sup>) shift employees.

~~(b) All time worked in excess of six and one-half (6-1/2) hours in a workday, up to and including nine and one-half (9-1/2) hours, by third (3rd) shift employees.~~

~~(c)~~ All time worked during the first eight (8) hours on Saturday by first (1st) and second (2nd) shift employees who started their shift on Saturday.

~~(d)~~ All time worked during the first ~~six and one-half (6-1/2)~~ eight (8) hours on Friday night / Saturday morning by third (3rd) shift employees.

(2) **Double Time Pay:** Double time (i.e., two times the employee's working rate) shall be paid in each of the following instances:

(a) All time worked in excess of eleven (11) hours in a workday by first (1st), and second (2nd), and third (3<sup>rd</sup>) shift employees.

~~\_(b) All time worked in excess of nine and one half (9-1/2) hours in a workday by third (3rd) shift employees.~~

(eb) All time worked in excess of eight (8) hours on Saturday by first (1st) and second (2nd) shift employees.

(dc) All time worked on Saturday night / Sunday morning by third (3rd) shift employees.

(ed) All time worked in excess of ~~six and one half (6-1/2)~~ eight (8) hours on Friday night/Saturday Morning by third (3rd) shift employees.

(fe) All time worked on Sunday by first (1st) and second (2nd) shift employees who started their shift on Sunday.

(gf) All time worked on Holidays provided for in Article 10 by employees who started their shift on the Holiday, except for when third shift's pre-midnight start time happens to fall on a Holiday.

(hg) On a weekend immediately following three (3) consecutive weekends worked by the employee where the employee completed all assigned overtime hours as scheduled.

(ih) All hours worked by DART team members during hurricane / emergency call back, Response Teams while regular operations are suspended, or Ride-Out Crew during HURCON 1 conditions.

I. **Deductions for Time Off:** Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one-tenth (1/10) of an hour's pay for each tenth (1/10) of an hour or fraction thereof lost from work.

J. **Pyramiding of Rates:** Nothing in this Agreement shall be construed as to require the payment of overtime on overtime or pyramiding of overtime as a result of computing hours worked in accordance with this Article.

K. **Travel and Cleanup Time:**

(1) Employees will be permitted up to thirty (30) minutes at the end of their shift for buying off paper or cleanup time ~~prior to the end of their shift~~ when unclean

conditions of their job require wash-up time. The Overtime Rotation List will not be adjusted.

- (2) No time spent in travel to and from regularly assigned places of work, or in preparation for, or cleanup after regularly assigned work shall be deemed work or compensable hereunder, except as stated in this Section or as required under applicable federal laws.

### **8.03 Rest Periods**

The Company agrees to continue its present practice with respect to rest periods - two (2) ten (10) minute rest periods during each regular shift.

When the supervisor knows in advance that employees are going to work a minimum of two and one-half (2-1/2) hours in excess of their regular shift, the Company agrees to provide a ten (10) minute rest period at the end of their regular shift.

### **8.04 Call-in and Report Time**

A. **Call-in Time:** If employees are called in for other than their regular shift, or other than a continuous extension thereof, they shall receive a minimum of four (4) hours work, or a minimum of four (4) hours pay at either the employee's working rate or the employee's working rate plus premium pay, whichever is applicable, unless the employee leaves of their own accord before working four (4) hours or is suspended or discharged for just cause.

#### **B. Report Time:**

(1) An employee reporting for work at the beginning of the shift shall receive four (4) hours work or four (4) hours pay at either the employee's working rate or the employee's working rate plus premium pay, whichever is applicable unless:

(a) The employee leaves sooner of their own accord.

(b) The employee is suspended for cause.

(c) The employee is discharged.

(d) The work is not available for reasons such as acts of God, fire, flood, power failure, or explosion.

(2) An employee shall be deemed as requested to report on their regular shift unless notified by the Company to the contrary in accordance with 8.02E(3)(a) & (b)

unless circumstances as determined by the Company prevent such advance notification.

### **8.05 Shift Premium**

Hourly paid employees assigned to the second (2nd) shift shall receive, in addition to their regular base rate, a premium of seventy-five cents (\$.75) per hour.

Employees assigned to the third (3rd) shift shall receive, in addition to their regular base rate, a premium of ~~fourteen cents (\$.14) per hour but shall work six and one-half (6-1/2) hours for eight (8) hours pay one dollar and fifty cents (\$1.50) per hour.~~

### **8.06 Jury Duty Pay**

**A. Jury Duty:** Employees shall report leave for Jury Duty using the Absence Reporting Tool (ART) or an alternative method specified by the Company. When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons or when an employee has been legally subpoenaed as a witness in a case in a court of law to which the employee is not a party directly or indirectly or as a member of a class, the employee shall be granted pay for those hours for which the employee is for such reason absent from work during the employee's regular eight (8) hour day or regular five (5) day workweek, less the fee or other compensation entitlement with respect to such jury duty or subpoenaed witness duty. However, if an employee is subpoenaed to testify against the Company or the Union, the employee will not be eligible for such pay. Pay for such work time lost shall in no event exceed, for any one employee, a total of thirty (30) regular eight (8) hour workdays in any one calendar year, less the fee or other compensation paid with respect to such jury duty. Any portion of a day wherein an employee serves on jury duty will be considered a full day for purposes of computing the thirty (30) days referred to in this Article. Pay for such work time lost shall be computed at the employee's regular working rate of pay at the time of such absence excluding any overtime, shift premium or any other premium. In no case will payment be made for jury duty performed on the days other than the employee's regularly scheduled work days or for hours in excess of the employee's regular eight (8) hour workday. Should an employee, upon return to the employee's job following jury duty, work past the employee's normal quitting time, the employee will be compensated at the overtime rate as defined in Article 8.02E(4).

Employees called for jury service are expected to inform the court of the thirty (30) workday limitation on jury duty pay. In the event such notice is given and the employee is required to serve beyond thirty (30) regular eight (8) hour workdays, the employee is to immediately notify their site ER/LR Specialist.

Upon mutual Agreement between the Company and the Union, exceptions to the exclusions for subpoenaed witness pay may be made in cases of employees subpoenaed by the District Attorney to testify for the prosecution in criminal cases.

(1) **First Shift:** Employees who report for jury duty during the morning will not be required to report for work on that morning. However, if they are excused from jury service prior to the beginning of the last three and one-half (3-1/2) hours of their normally scheduled shift on a day they serve, they will be required to report to work as soon as feasibly possible, or within two (2) hours from the time they are excused from jury service on a given day of service. If they do not return to work when excused before the last three and one-half (3-1/2) hours of their normally scheduled shift, they will be paid only the difference in working rate and jury duty pay for those hours from the beginning of their regular shift to the time they are excused from jury duty. Employees who return to work on a day of jury service, as above, will receive eight (8) hours at working rate less jury duty pay. Employees serving into the last three and one-half (3-1/2) hours of their normally scheduled shift on the jury, on a day of jury service, will not be requested to report to work after being excused from jury service on that day. They will be paid eight (8) hours at working rate less jury pay for wages lost due to such absence in a regular eight (8) hour shift, in line with the above agreement. Employees who are requested to report to jury duty during the afternoon will report to work at their regular first shift starting time. Such employees will be excused from work two (2) hours prior to the time they are scheduled to report for jury duty. Employees complying with this provision will be eligible to receive eight (8) hours of pay at their working rate less jury duty pay.

(2) **Second Shift:** Second (2nd) shift employees excused from jury service after serving three (3) hours or less, will report for a full shift of work on the day they serve on the jury. If they serve on the jury more than three (3) hours, they will not be required to report for work on that day and will be paid eight (8) hours at working rate less jury pay. Such employees may report for the full shift and be paid, therefore, with no deduction of jury pay from wages.

(3) **Third Shift:** Third (3rd) shift employees excused from jury service three (3) hours or less, will report for a full shift of work on the following regularly scheduled shift. If they serve on the jury more than three (3) hours, they will not be required to work the following shift on a regularly scheduled workday, except that a third (3rd) shift employee serving on the jury on Friday will be required to report for the full shift of work the following shift on a regularly scheduled workday. Employees not required to report for work will be paid eight (8) hours at working rate less jury pay. Third (3rd) shift employees may return to work the full shift on the shift following jury service, in which case there will be no deduction of jury pay from wages.

(4) **Jury Examination:** Pay for work time lost by employees who must report for such examination will be paid only when they cannot report for such examination on their own time, and in accordance with 8.06A above.

#### **8.07 Shift Preference**

Shift assignments are made by the Company in accordance with operational requirements; however, when staffing a shift requirement the Company will ask for qualified volunteers from the required classification(s). Thereafter, assign qualified employees, in inverse order of seniority to fill any remaining shift requirements.

The Company reserves the right to reasonably bypass or assign for critical skills. Any bypass or assignment in this manner requires the approval of the senior manager.

- A. Both the Company and the Union recognize that some employees, due to domestic reasons, health, extended service on a shift, length of service with the Company or for other reasons, may desire transfer to another shift.
- B. Employees who are hired or volunteered to work a specific shift must stay on that shift until they have been on that shift for twelve (12) months, unless the Company allows a lesser time period. Any employee assigned by the Company to a different shift, and such shift change lasts for sixty (60) days or more may submit a shift change request provided the employee is capable of performing the work available.
- C. When such change is desired, the employee shall direct a signed and dated written request or via email to their supervisor and Human Resources.

D. The request will be evaluated as soon as practicable, but no later than fourteen (14) days from the date of the request, based on seniority and operational requirements. If the request is granted, the employee will be moved as soon as practical.

E. An employee displaced through such action will be selected as a result of and in the following order:

(1) Volunteering for such a shift change.

(2) The least senior person on the shift.

Probationary employees and employees receiving training will be exempted from displacement under this Section.

F. Employees may transfer or remain on a shift if there are extraordinary circumstances beyond their control providing:

(1) There is mutual agreement by the Company and the Union in writing or via email which briefly describes the reason and duration.

(2) Work is available in their classification on the shift requested.

#### **8.08 Distribution of Overtime**

In order to properly administer rotation of overtime opportunities, these guidelines have been developed as a result of understandings reached between the Company and the Union.

A. After consulting with the Union, Management shall establish and maintain two (2) separate overtime lists for each department / work group:

1. Weekdays

2. Weekends and Holidays

#### **B. Selection of employees for overtime:**

(1) Overtime opportunities shall be rotated by classification, on the same shift, in the order established, on the Overtime Rotation List in the following manner:

(a) If qualified, the employee next up in rotation order shall be offered the overtime opportunity.



- (b) If the employee refuses the overtime opportunity, for the purposes of rotation, the employee shall be considered as having worked, moved to the bottom of the list and the next employee on the Overtime Rotation List shall then be considered.
- (c) Should it be determined that an employee is not qualified to perform the overtime work or that a lead is needed for the overtime work, the employee may be bypassed. A bypassed employee shall maintain their place on the wheel. Management must explain the reason for the bypass to the employee.
- (d) If an overtime need is not met by Eemployees must be at work when the overtime is offered, or they are not eligible to volunteer for the overtime opportunity the Company may then contact employees at home or on travel to volunteer for the overtime opportunity, provided they are scheduled to be at work on the day of the overtime opportunity.
- (e) In the event enough qualified volunteers are not obtained, and the work group contains seven (7) or less employees, the manager shall offer the overtime to at least ~~two~~ one (1) other overtime lists on the same shift where there are employees with the specific skills, certifications, and qualifications needed to perform the work, in the same classification prior to directing overtime, unless necessary for job continuity. If enough qualified volunteers still are not obtained, the Company will direct overtime in the work group where the overtime is needed. For integrated operations at CCAFS and VAFB, or for any work group at the launch sites larger than seven (7) employees, the requirement to go to another overtime list before directing overtime does not apply.
- (f) Work shall be voluntary on an employee's 6<sup>th</sup> and 7<sup>th</sup> workday, unless the Company notifies the employee work group at least 40 hours prior to the start end of the regular work shift on the 6<sup>th</sup> or 7<sup>th</sup> workday. the Thursday before (for work on Saturday) or the end of the regular work shift the Friday before (for work on Sunday).
- (g) The Company may ask employees to stay on the job for up to ~~one and one-half (1.5)~~ three (3) hours of overtime for continuity of critical tasks or completion of operations in progress. The Overtime Rotation List will be adjusted for employees working the overtime.

(h) The Company may bypass employees in the Overtime Rotation List to provide work experience to an employee with an open OJT package, which is necessary to obtain certification requirements.

(i) The Company may assign emergent additional work, including work in other job classifications and/or work groups, to employees already working an overtime opportunity, without going back to the Overtime Rotation List.

## **2) Multi-Day Overtime Opportunities**

At the launch sites, the Company may solicit for or assign employees to a multi-day overtime opportunity to include off-shift opportunities to support critical and/or major operations. If the overtime opportunity is expected to cross from a weekday into the weekend (or vice versa), both the weekday and weekend Overtime Rotation Lists shall be run at the same time, to ensure no scheduling conflicts exist.

### **C. Additions and Deletions to the Overtime Rotation Lists:**

- (1) Any employee added to an Overtime List shall be added to each of the two (2) Overtime Rotation Lists and removed from previous Overtime Rotation Lists. New hires, rehires, recalled employees, permanent transfers, loans, promotions, downgrades and displacements into a classification are to be placed after the last name on the Overtime Rotation List on the day of transfer.
- (2) Employees being added to an Overtime Rotation List will be placed after the last name on the overtime list on the day of the reassignment date.
- (3) Employees' names will be removed from their previous Overtime Rotation List on the day of the reassignment date.
- (4) If by reassignment, an employee is to be placed on a new Overtime Rotation List on a Monday, the employee is still eligible for overtime work from the former Overtime Rotation List for the preceding 6<sup>th</sup> day and/or 7<sup>th</sup> day. Such employee is eligible for pre-shift overtime on the day the transfer is effective in their new department.
- (5) In the event an employee is loaned to another location/group, and the employee is scheduled to work more than one (1) full shift at the new location/group, the employee will be immediately placed on the new location/group's Overtime Rotation List.

#### **D. Filling out the Overtime Rotation Lists:**

The following codes shall be used:

W - Worked (accepted the opportunity to work) (moved to the bottom of the list)

R - Refused (moved to the bottom of the list)

V - Vacation (moved to the bottom of the list)

A - Absent (moved to the bottom of the list)

NA - No Personal Contact (maintain position on list)

B - Bypass (maintain position on list)

- (1) Volunteer Exempt or LOA. The employee will be removed from the overtime list until requested to be reinstated, or returned from LOA.
- (2) A code letter must be added to indicate overtime opportunities have been offered in accordance with these guidelines.
- (3) Once overtime is offered, the list will be adjusted so as to end with a "W", except when qualified employees in the same classifications, on the shift, have accepted and worked the refused overtime opportunity.

#### **E. Emergency Overtime (Call In):**

- (1) If during an overtime period it is necessary to call-in additional employees, management will not call employees who had already refused this overtime period but must call, in rotation order, the employees who were not offered the overtime opportunity. Management should proceed down the list until the overtime requirements have been satisfied. If such employees have no telephone, cannot be reached or refuse to come in on such call-in basis, they shall not lose a turn in rotation and will be bypassed.
- (2) Damage Assessment and Recovery Team (DART) members will be selected by asking for qualified/certified volunteers and selecting in seniority order. In the event enough volunteers are not obtained, selection will be in inverse seniority order.
- (3) Management is to maintain an accurate telephone list (including area codes) of all employees. Should it be necessary to contact employees at their homes to

offer an emergency overtime opportunity, ~~employees are to be personally contacted by telephone in rotation order.~~ the Company shall contact employees in rotation order by telephone, including use of auto dialer technology, or by leaving a voice mail. Lack of ~~personal contact employee response~~ will be considered bypassed. It is the employee's responsibility to notify management of any phone number changes.

**F. General:**

- (1) It is recommended that the manager and Union Representative review the Overtime Rotation List prior to overtime being worked for the purpose of resolving any disputes that may arise in advance of the overtime period. The overtime list will be available on the Company website, updated daily.
- (2) Once an overtime rotation order on an Overtime List is established, management shall not unilaterally change rotation order.
- (3) Eligible employees shall be offered overtime in rotation order even though they may have repeatedly refused overtime opportunities in the past.
- (4) Employees have a contractual right to review and discuss the lists on which their names appear. Union Representatives may inspect all overtime lists.
- (5) When an employee submits in writing or via email indicating they do not desire to work any overtime, the employee will be exempt from overtime from that list. An employee must wait a minimum of thirty (30) days before requesting to be placed back on the active overtime list. This request must be in writing or via email. The employee will then be put on the bottom of the list. If the employee is transferred to another overtime group, the employee must submit a new letter for that new overtime group. This does not prevent management from directing the employee to work overtime, in accordance with the provisions of this Agreement.

- (6) When an employee submits in writing or via email a request not to be assigned tank watch, the employee will be kept on the regular overtime list but will not be assigned tank watch; however, the employee will be rotated to the bottom of the list, if a tank watch opportunity is offered.
- (7) If it is alleged that there has been an improper distribution of overtime as provided for in this Section, it will be subject to the grievance procedure. If it is found in the investigation of such grievance the overtime was not distributed in accordance with this Agreement, the supervisor will notify Human Resources in writing or via email. The employee will be paid for the inequity.
- (8) Should it be necessary to contact employees at their homes to modify an overtime opportunity, the Company shall contact the employee personally or by telephone (including use of auto dialer technology or by leaving a voice mail message).
- (9) If an employee owns a phone, it is the employee's responsibility to provide the Company with an accurate and current phone number
- (a) in the overtime wheel and
  - (b) in the employee self service portal.

(10) Employees shall in no way be penalized for refusing to work overtime if working such overtime would cause the employee a hardship. The term "hardship" refers to situations beyond the normal control of the employee, such as illness in the family, religious reasons, having worked a number of consecutive Saturdays or Sundays in a row, or other unusual circumstances. Transportation problems, or other circumstances which are normally in the control of the employee will not be considered hardships.

The parties recognize that employees may encounter family care problems which cause a temporary hardship. When such situations occur, employees who provide advance notice to their supervisor and steward will be accommodated on a case-by-case basis until their individual problem is resolved. Human Resources and the Union will, as possible, assist employees with such problems. The Company will give employees with child care problems every consideration for accommodation in circumstances that are not normally in the control of the employee.

**G. 12/60 Rule – Launch Sites**

(1) The parties recognize their mutual obligation to comply with the Range Safety Requirements Document EWR 127-1, Paragraph 6.5.1.4.1 and related documents.

(2) Should an employee be excluded from overtime due to the application of the work hour restrictions, they will be given a “B” (Bypass) per Section 8.08 D – Distribution of Overtime.

(3) Employees not allowed to work part of their regular scheduled workweek at Company direction, due to the application of the 60-hour Range Safety limitation, will be compensated up to eight (8) hours per day at the appropriate straight time working rate for the lost hours.

(4) Any material change to the Air Force policy letter and related Range Safety Rules will result in discussions between the parties.

**H. Bargaining Unit Employees Performing Salaried Work**

(1) Bargaining unit employees may temporarily be assigned to non-bargaining unit positions. It is understood that the intent is not to establish new bargaining unit jobs, nor is it the intent to allow non-bargaining unit employees to regularly perform bargaining unit work.

(2) An employee temporarily assigned under this article will not leave the bargaining unit or his job classification and will continue to accrue seniority in accordance with Article 5. The time limit for these assignments will be a maximum of 90 calendar days. The assignment may be extended by written agreement of the parties: the Union, the Company and the employee. In the case of a surplus activity the Company will not use the temporary assignment as a reason for retention.

(3) Positions will be filled by volunteers from the affected department(s) in seniority order.

**ARTICLE 9**

## TRAVEL

### 9.01 Introduction

Employees will be reimbursed for transportation and subsistence expense while on travel status in accordance with the provisions of this Article. Travel status is defined as any local, domestic, or international travel whereby an employee is conducting business on behalf of ULA.

### 9.02 Per Diem Subsistence Allowance

- A. Employees on travel will be paid a per day subsistence allowance equal to the current published GSA rate for the travel location plus reasonable actual lodging expense. The subsistence allowance is not paid to employees while traveling on the Mariner.
- B. Employees on travel outside the Continental United States will be paid a subsistence allowance not to exceed one hundred (\$100.00) dollars per day plus reasonable and actual daily expenses.
- C. An allowance will be paid to employees utilizing government quarters at various bases, test centers and other locations where low-cost or Company-financed lodging is available. In this instance employees will be paid reasonable actual expenses for subsistence and lodging, supported by receipts where available, not to exceed the current published GSA rate for the travel location for the subsistence portion.
- D. For travel assignments of less than twenty-four (24) hours:
  - Up to 8 hours, receive 1/3 subsistence allowance.
  - Over 8 up to 16 hours, receive 2/3 subsistence allowance.
  - Over 16 up to 24 hours, receive full subsistence allowance.
- E. Employees on day trips that do not require overnight travel will be reimbursed transportation allowance per 9.03B and a subsistence allowance per 9.02D.

### 9.03 Transportation Allowance

- A. The most reasonable and economical form of travel will be the preferred method. First-class airline travel will be allowed if tourist or coach is not available.

- B. If travel by personal automobile on Company business is authorized by the Company, the applicable IRS rate (~~currently \$0.555~~) cents per mile, not to exceed the mileage of the most direct route as shown in ~~paper or~~ electronic standard highway mileage guides, or the actual miles driven as determined from odometer readings will be allowed. Tolls on the appropriate travel route will be reimbursed.
- C. Rental vehicles will be provided for use in commuting to and from the assignment work location on a daily basis. Depending upon the circumstances, the employees may be required to share the rental vehicle with other employees at the assigned location. The Company will not require more than two (2) employees to share a vehicle. Employees will be reimbursed for work-related fuel usage.

#### **9.04 Work and Travel Pay**

- A. Employees directed to travel during their regular workweek will be paid at their working rate for all hours traveled. Employees directed to travel on Saturday or Sunday will be paid at the applicable premium rate for all hours traveled.
- B. The Company and the Union recognize that there are times when employees are required to fly on Company business for prolonged periods of time to reach their destination. Normally, this occurs during coast-to-coast flights and mid-west to coast flights or vice versa, when commercial airlines do not provide direct route flying. Under these or similar circumstances, employees will be permitted adequate time for rest (10 hours to insure 8 hours uninterrupted rest) before being required to report to work. When such rest time falls within the employee's regular work shift, the employee will be paid straight time pay for those hours which fall within the employee's regular shift.
- C. Employees on overnight travel status will be paid a bonus of four (\$4.00) dollars additive to their base rate for all hours worked on the assignment, including authorized portal to portal travel time.

#### **9.05 Miscellaneous**

- A. The Company is responsible for making all travel arrangements and reservations, including airline flights, lodging and rental cars.
- B. An employee will not be asked to travel without having a confirmed lodging reservation.



~~C. The Company is responsible for thoroughly training employees on how to fill out expense reports and shall insure they are given adequate time during paid work hours to work on the reports.~~

~~DC.~~ Employees are responsible for ~~submitting timely and accurate expense reports. Reports will be submitted, where practicable, within five (5) business days of trip completion, retaining necessary travel receipts and providing them to the Company's designated travel coordinator within five (5) business days of trip completion. For trips exceeding thirty (30) days, receipts are to be submitted bi-weekly to ensure timely processing and payment. The Company shall ensure employees are given adequate time during paid work hours to organize and submit their travel related receipts to the Travel Coordinator.~~

D. In instances where the employee has followed travel policy guidelines, timely submitted all necessary receipts, taken action with his/her supervisor or Human Resources each time a late notice is received, and the late payment is not the fault of the employee, the Company:

- (1) will reimburse the employee for any late fees assessed and interest accrued; and
- (2) will take action to correct a negative input to the employee's credit report, provided the employee submits to the Company acceptable documentation to establish that the Company's failure to timely reimburse a Company credit card expense(s) caused the negative input.

E. The Company shall designate a travel coordinator for each location to be responsible for co-coordinating and booking all travel arrangements and to ~~help employees complete their and submit~~ expense reports ~~when necessary on behalf of the employee.~~ Prior to submission, the travel coordinator will notify the employee that the expense report is ready for their review. The employee shall review the report for accuracy within two days and report any necessary changes to the travel coordinator. Employees are responsible for setting up and maintaining their online travel profile and keeping it current. A travel coordinator may be designated for more than one Company site. ~~Any time an employee makes their own travel arrangements, they must do so through the approved Company travel system following Company policy, but the travel coordinator will review and approve prior to final commitment or purchase of tickets.~~

F. The Company will make available to travelers the ability to obtain an information package that includes all necessary itineraries, contact phone numbers, addresses and maps of the areas.

G. All employees are subject to travel, unless the employee has an exemption due to security clearance issues, reasonable accommodation and/or approved Family Medical Leave. Exception requests due to extraordinary personal hardships will be reviewed by a designated local representative of the Company and Union. In the event the designated local representatives do not concur on a hardship request, the matter shall be considered as soon as possible by the Union's Business Representative and the Company's ER/LR Leader, or their respective designees. In the event no consensus is reached, the hardship shall be granted.

H. Upon the thirty-first (31<sup>st</sup>) consecutive day of travel, and after every thirty (30) consecutive day of travel thereafter, employees shall have the option to:

(a) Travel home for one weekend (fly home Friday and fly back Monday, or as otherwise agreed, providing the employee two (2) full days at home) with arrangements to be booked by and paid for by the Company, or

(b) Receive a twelve hundred dollar (\$1,200.00) stipend to be used for the purpose of guest visitation as arranged by the employee, or any other purpose the employee chooses. In the latter case, the employee shall in advance agree in writing to payroll deduction to repay his or her stipend for any thirty (30) day period the employee cuts short without, in the Company's sole judgment, good cause.

G.I. Employees may be required to obtain and maintain a Corporate Credit Card. Corporate Credit Cards shall be used for hotel/lodging, car rentals and associated gasoline, airfare, and cash advances related to approved travel. They shall not be used for meals, incidentals, or other items covered under the per diem subsistence allowance. The Company will ensure that Corporate Credit Cards used for travel will have a cash advance limit appropriate for the travel. ~~Employees who do not obtain and maintain their privilege to use a Corporate Credit Card per Company policy are ineligible and will not be considered for travel opportunities.~~

H.J. At the travel location, the seniority rights of employees on travel will not be recognized over, or used to displace, employees permanently assigned to the travel location as their home site. Employees permanently assigned to the site shall have shift preference over the employees on travel. Travelers are generally assigned to

second (2<sup>nd</sup>) shift; however, depending on business needs and skill requirements, travelers may be assigned to other shifts as needed.

K. Employees on travel will be added to the bottom of the Overtime Rotation List for the department/work group at the travel location.

## **9.06 Employee Selection**

- A. The Company will notify the CBU personnel within the needed classification in writing or by Company e-mail with required dates of travel. This notification starts the 48-hour volunteer window. If different travel dates are required by the Company a new 48 hour period will begin. Volunteers can withdraw at any time up to 72 hours before the travel period commences or, in case of emergency, during the travel period.
- B. In the event the Company cannot identify the actual dates for travel, the travel notification may define a start date range (e.g. a three day trip to a customer facility beginning during a 7 calendar day window) and the employees who volunteer agree to be available to travel at any time during the window. The Company will notify the employees who volunteer promptly after the actual travel dates are determined. If different travel start dates are required by the Company outside the 7 calendar day window, a new 48 hour period will begin. Volunteers can withdraw at any time up to 72 hours before the travel period commences or, in case of emergency, during the travel period.
- C. The notification will state the certifications and qualifications, if any, needed to perform the work. During this 48 hours, the Company will identify those volunteers who meet the certifications and qualifications needed to perform the work and those who do not. The Company will select the volunteers-employees needed in the following manner:
1. If the travel opportunity involves 3 or less employees, each employee must possess all the certifications and qualifications as noted in the Company's written notification and will be selected from the applicable work group in seniority order. Volunteers: By classification in seniority order. The Company may bypass any volunteer if he or she is a lead, possesses critical skills, certifications, or qualifications, and/or is needed at the home work location during the travel dates in order to meet business requirements. In the event a volunteer is bypassed, the employee shall maintain his or her position for the next travel opportunity and

the Company will rotate opportunities with employees similarly situated. Commencing January 1, 2019, if a volunteer is bypassed for travel (excluding critical skills), the Company will pay a lump-sum of \$500.00 to that employee for each occasion the volunteer is bypassed for the aforementioned reasons.

2. ~~If the travel opportunity involves 4 or more employees, the Company will select the first 50% from those who possess the required certifications and qualifications from the applicable work group, in seniority order. The Company will select the next 25% from those volunteers who possess all the certifications and qualifications from outside of the applicable work group in seniority order and the remaining travelers will be selected from those volunteers who possess basic skills certifications, in seniority order.~~ If the travel opportunity provides a training opportunity that is applicable to an employee with an open OJT package, the Company may offer the travel opportunity to that employee to assist with meeting his or her OJT needs. Qualified volunteers with higher seniority will not be displaced. If there is more than one employee with an open OJT package, the travel opportunity will be offered in seniority order.
3. If there are insufficient volunteers who possess all the certifications and qualifications noted in the Company's written notification, the Company will direct travel by inverse seniority from those who possess all the certifications and qualifications. The Company may bypass any volunteer if he or she possesses critical skills or qualifications and/or is needed at the home work location during the travel dates in order to meet business requirements. In the event a volunteer is bypassed, the employee shall maintain his or her position for the next travel opportunity and the Company will rotate opportunities with employees similarly situated. Commencing January 1, 2019, if a volunteer is bypassed for travel (excluding critical skills), the Company will pay a lump-sum of \$500.00 to that employee for each occasion the volunteer is bypassed for the aforementioned reasons.
4. If the travel opportunity does not require specific certifications or qualifications (e.g. the travel opportunity only requires basic skills certifications) the Company will select volunteers from the applicable classification in seniority order. If there are insufficient volunteers, the Company will direct travel by inverse seniority from those who possess the basic skills certifications. The Company may

bypass any volunteer if he or she possesses critical skills or qualifications and/or is needed at the home work location during the travel dates in order to meet business requirements. In the event a volunteer is bypassed, the employee shall maintain his or her position for the next travel opportunity and the Company will rotate opportunities with employees similarly situated. Commencing January 1, 2019, if a volunteer is bypassed for travel (excluding critical skills), the Company will pay a lump-sum of \$500.00 to that employee for each occasion the volunteer is bypassed for the aforementioned reasons.

5. Subject to Article 17, employees who have been bypassed more than twice for travel opportunities in their work group due to a lack of required certifications or qualifications will be given the next opportunity to train for those required certifications or qualifications. In no case shall directed travel exceed thirty (30) consecutive days.

#### **9.07 Fulfilling Travel Requirements**

- A. The Company may send employees on seek volunteers for travel between geographic locations for a period no longer than 30ninetly (90) days. The 30-day assignment may be extended by mutual agreement between the parties. The Company and employee may agree to extend the initial period of travel by mutual consent in order to accommodate launch scheduling, and as directed by customer requirements, and meet other business needs.
- B. This Agreement shall not be used in such a manner as to circumvent the recall or other provisions of the current collective bargaining agreement. Both parties recognize travel is necessary to meet operational cycles and surges, as well as to avoid layoffs by redeploying underutilized labor where needed. The parties further recognize travel shall not be used to circumvent recall; however, the Company shall not be required to recall employees if a long-term, full-time need does not exist, or if recalling an employee would cause layoff of another employee.

#### **9.08 ~~Decatur Work at Launch Sites~~ Work at Other Sites**

The launch sites will make every effort to perform the work locally. The scope of any work to be accomplished will be work that is normally within the production flow of the Decatur facilities, such as emergent out of position work, IDD (flight instrumentation), incomplete production work, or work that requires special certification not held at the

~~launch site (fusion welding or tube welding). Decatur personnel will only be sent to work at launch sites if the work being performed cannot be performed by launch site personnel. When any work done by Decatur personnel is performed at the launch sites, launch site bargaining unit personnel will accompany and support Decatur personnel. Employees within the bargaining unit may support work at any geographic site covered by this Agreement, regardless of job classification, provided they can be readily trained and qualified to perform such work. Employees on loan/travel status may be assigned to any shift or a variety of shifts during the time of their travel assignment. They are to be placed after the last name on the Overtime Rotation List on the day of arrival.~~

~~Any active Site Specific Agreements at the home location do not apply to work performed at the travel location, unless the SSA specifically addresses otherwise.~~

#### **9.09 Notification**

The Company will notify the appropriate Union Representatives in advance any time Bargaining Unit personnel will be sent on travel, along with the expected duration and purpose of the travel.

**ARTICLE 10**

**VACATION, PERSONAL LEAVE AND HOLIDAYS**

Employees who become eligible for benefits under this Article will be granted vacation and personal leave with pay in accordance with the following provisions:

**10.01 Vacations**

A. During the term of this Agreement, employees on the active payroll will accrue vacation based on Company service as follows:

<u>Continuous Service</u>	<u>Vacation Accrual</u>
1 month but less than 8 years	6.67 hours per accounting month (maximum 10 days per year)
8 years but less than 18 years	10.0 hours per accounting month (maximum 15 days per year)
18 or more years	13.34 hours per accounting month (maximum 20 days per year)

An employee who has actual hours worked of more than 2500 hours in a calendar year will be credited an extra 2 days vacation the following January.

Vacation accruals may be taken the first full week of the month following the month in which they were earned.

Employees may defer up to a maximum of 400 hours. Vacation balances over the maximum of 400 hours shall be paid out automatically at the employee's working rate during the month of January of each year.

B. Employees may take earned vacation in one tenth (1/10) of an hour units. Requests for vacation must be submitted to the employee's immediate supervisor at least five (5) days in advance of the requested vacation day or days. At the discretion of the Company, the five (5) day notice may be waived. Requests for vacation time that are eight (8) hours or less shall only require notification of at least three (3) hours prior to the end of the previous day's shift. Requests of more than eight (8) hours

must be responded to within five (5) working days of the request. If not, the request for vacation will be granted.

- C. Vacation allowance may be used for extended personal leave of two (2) consecutive weeks or more. If such allowance is used, it will be applied commencing with the first (1st) day of absence following the expiration of paid personal leave, if any, as provided under 10.02A.
- D. Vacation pay will be at the employee's working rate immediately preceding the date vacation is taken. The employee's vacation pay will be subsequently adjusted for general wage increases and cost-of-living adjustments which become effective during the employee's vacation period.
- E. Employees shall request vacation using the Absence Reporting Tool (ART) or an alternative method specified by the Company. The Company will not unreasonably deny an employee's vacation request provided it does not conflict with operational requirements scheduled at the time of the request (e.g. spacecraft mate, WDR, launch, emergency situation, etc). Should the Company deny a vacation request, the reason for denial of a vacation request will be communicated to the employee. Operational requirements at one geographic location will not normally impact vacation approvals at the other geographic locations.
- F. It is not the intent of the Union and the Company to grant pay-in-lieu of vacations; however, in special cases the Company may grant pay-in-lieu of vacation.
- G. For the purpose of vacation accrual only, the Company shall bridge the service time of employees working at Decatur as of May 7, 2012 who;
  - (1) Relocated from the Lockheed Martin facility in Littleton, Colorado without a break in service to work at the Decatur Plant; or
  - (2) Started at ULA after leaving the Boeing facility in Huntsville, Alabama without a break in service to work at the Decatur Plant.

## **10.02 Personal Leave and Bereavement**

- A. During the term of this Agreement, paid absence allowance will be accrued on a monthly basis at a rate of 3.34 hours per month to a maximum of 40 hours.

Under no circumstances will an employee accrue more than 40 hours in any calendar year.



Employees will be allowed to bank up to a maximum of 80 hours.

Personal leave balances over the maximum bank shall be paid out automatically at the employee's working rate during the month of January of each year.

Employees may request payment of all unused personal leave after the end of each calendar year. This request must be made by January 31 following each calendar year of the effective agreement on a form provided by the Company. Payment of such personal leave will be made as soon as administratively feasible in the employee's regular paycheck.

- B. When known in advance, employees shall request personal leave or bereavement leave using the Absence Reporting Tool (ART) or an alternative method specified by the Company. The Company will grant an employee's personal leave request provided it does not conflict with operational requirements.
- C. If employees use and request pay for such earned personal leave during the benefit year, they will be paid at their working rate for each day of personal leave. If an employee does not use all eligible personal leave days, an amount equal to the number of unused personal leave days times the employee's working rate will be paid to the employee.
- D. Employees must indicate in writing whether they desire to receive pay for time lost as provided for under this Section. Such written notification must be given prior to the end of the week in which they return from such leave. Personal leave allowance will be paid in increments of one tenth (1/10) of an hour or full days and each allowance will be applied commencing with the first day of absence. However, in the event of hospitalization when personal leave is required to supplement California State Disability Benefits, the allowance may be paid in increments of one (1) hour only to the extent that said payment does not cause a loss of California State Disability Benefits.
- E. An employee who scheduled the use of personal pay prior to being scheduled to work overtime will have those personal leave pay hours considered as hours worked for the purpose of paying overtime. In all other situations an employee will have to work eight (8) hours during a shift before overtime will be paid.

## **F. Bereavement Pay**

Up to three (3) days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his immediate family, takes time off from work during his normal work schedule as such term is defined in this Agreement. Such pay shall be for eight (8) hours at his straight time base rate and shift differential where applicable for each such day off; however, such pay will not be applicable if the employee receives pay for such days off under any other provision of this Agreement. Bereavement leave must be taken on consecutive workdays as selected by the employee within fourteen calendar days following the death (or evidence of belated notification of death).

For the purposes of this Section the "immediate family" is defined as follows: spouse, mother, father, mother-in-law, father-in-law, children, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, stepmother, stepfather, stepchildren, stepbrother, stepsister, half brother, and half sister and spouse's grandparents. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the state.

### **10.03 General**

- A. Authorized leaves of absence amounting to 90 days or less within an eligibility year will count towards accrual eligibility for vacation and personal leave allowances.
- B. Employees transferring between the bargaining unit and job classifications outside the unit or other divisions, or the Corporate Office will maintain the continuity of Company service and vacation privileges.
- C. Employees terminating from the Company will be paid any accrued vacation and personal leave hours.
- D. The Company will not force employees to exhaust all paid vacation or paid personal leave time prior to determining whether or not to grant unpaid time off. It is understood the decision to grant unpaid time off remains the sole prerogative of the Company.

### **10.04 Holidays**

- A. For purpose of this Agreement, the following dates are designated as Holidays:

Holiday	Date	Year	Day
Memorial Day	May <del>25</del> <sup>28</sup>	201 <del>5</del> <sup>8</sup>	Monday
Independence Day	July <del>3</del> <sup>4</sup>	201 <del>5</del> <sup>8</sup>	<del>Friday</del> <u>Wednesday</u>
Labor Day	September <del>7</del> <sup>3</sup>	201 <del>5</del> <sup>8</sup>	Monday
Thanksgiving Day	November <del>26</del> <sup>2</sup>	201 <del>5</del> <sup>8</sup>	Thursday
Day after Thanksgiving	November <del>27</del> <sup>3</sup>	201 <del>5</del> <sup>8</sup>	Friday
Winter Break	December 24	201 <del>5</del> <sup>8</sup>	<del>Thursday</del> <u>Monday</u>
	December 25	201 <del>5</del> <sup>8</sup>	<del>Friday</del> <u>Tuesday</u>
	December <del>28</del> <sup>6</sup>	201 <del>8</del> <sup>5</sup>	<del>Monday</del> <u>Wednesday</u>
	December <del>29</del> <sup>7</sup>	201 <del>5</del> <sup>8</sup>	<del>Tuesday</del> <u>Thursday</u>
	December <del>30</del> <sup>28</sup>	201 <del>5</del> <sup>8</sup>	<del>Wednesday</del> <u>Friday</u>
	December 31	201 <del>5</del> <sup>8</sup>	<del>Thursday</del> <u>Monday</u>
	New Year's Day	January 1	201 <del>6</del> <sup>9</sup>
Memorial Day	May <del>30</del> <sup>27</sup>	201 <del>6</del> <sup>9</sup>	Monday
Independence Day	July 4	201 <del>6</del> <sup>9</sup>	<del>Monday</del> <u>Thursday</u>
	July 5	201 <del>9</del>	Friday
Labor Day	September <del>5</del> <sup>2</sup>	201 <del>6</del> <sup>9</sup>	Monday
Thanksgiving Day	November <del>24</del> <sup>8</sup>	201 <del>6</del> <sup>9</sup>	Thursday
Day after Thanksgiving	November <del>25</del> <sup>9</sup>	201 <del>6</del> <sup>9</sup>	Friday
Winter Break	December 23	201 <del>6</del> <sup>9</sup>	<del>Friday</del> <u>Monday</u>
	December <del>26</del> <sup>4</sup>	201 <del>6</del> <sup>9</sup>	<del>Monday</del> <u>Tuesday</u>
	December <del>27</del> <sup>5</sup>	201 <del>6</del> <sup>9</sup>	<del>Tuesday</del> <u>Wednesday</u>
	December <del>28</del> <sup>6</sup>	201 <del>6</del> <sup>9</sup>	<del>Wednesday</del> <u>Thursday</u>
	December <del>29</del> <sup>7</sup>	201 <del>6</del> <sup>9</sup>	<del>Thursday</del> <u>Friday</u>
	December 30	201 <del>6</del> <sup>9</sup>	<del>Friday</del> <u>Monday</u>
	December 31	201 <del>9</del>	Tuesday
<u>New Year's Day</u>	January <del>2</del> <sup>1</sup>	201 <del>7</del> <sup>20</sup>	<del>Monday</del> <u>Wednesday</u>
Memorial Day	May <del>29</del> <sup>5</sup>	201 <del>7</del> <sup>20</sup>	Monday
Independence Day	July 3	201 <del>7</del> <sup>20</sup>	<del>Monday</del> <u>Friday</u>
<del>Independence Day</del>	July 4	201 <del>7</del>	Tuesday
Labor Day	September <del>4</del> <sup>7</sup>	201 <del>7</del> <sup>20</sup>	Monday
Thanksgiving Day	November <del>23</del> <sup>6</sup>	201 <del>7</del> <sup>20</sup>	Thursday
Day after Thanksgiving	November <del>24</del> <sup>7</sup>	201 <del>7</del> <sup>20</sup>	Friday
Winter Break	<del>December 24</del>	2020	Thursday
	December 25	201 <del>7</del> <sup>20</sup>	<del>Monday</del> <u>Friday</u>
	<del>December 26</del>	201 <del>7</del>	Tuesday
	<del>December 27</del>	201 <del>7</del>	Wednesday
	December 28	201 <del>7</del> <sup>20</sup>	<del>Thursday</del> <u>Monday</u>
	December 29	201 <del>7</del> <sup>20</sup>	<del>Friday</del> <u>Tuesday</u>
	December 30	2020	Wednesday

	December 31	2020	Thursday
New Year's Day	January 1	<del>2018</del> 21	MondayFriday

B. For the purposes of this section, "Holiday" will mean the day designated by the parties to be observed as the Holiday. Employees will be eligible for Holiday pay provided:

- (1) that they have been on the Company's payroll for at least thirty (30) calendar days since their last date of hire, including the designated Holiday, and
- (2) that they were on the Company's active payroll on the date the designated Holiday occurred, and
- (3) that they would otherwise have been scheduled to work on such day if it had not been observed as a Holiday, and
- (4) that they were not scheduled to work on such Holiday, and
- (5) that they have worked the equivalent of at least one (1) full regular shift during the workweek in which the designated Holiday occurred, unless they were absent due to authorized absence with pay. However, if the employee quits employment with the Company subsequent to the Holiday, without having reported for work on his/her next regular shift following the Holiday, the employee will not receive pay for that Holiday.

C. Under no condition will employees receive pay for a Holiday not worked which occurs during a leave of absence, layoff or other absence, except that employees on authorized absence with pay will be entitled to pay for a Holiday which occurs during their absence with pay. Such Holiday pay will be in addition to the vacation, personal leave, or other authorized absence with pay allowance otherwise provided for in this Agreement.

D. If employees are otherwise eligible for Holiday pay, but due to a reduction in force are laid off during the workweek in which the designated Holiday falls, such employees will be paid the Holiday pay in accordance with Section 10.04E(3) of this Article, provided they work at least one full shift during such workweek.

**E. General**

- (1) When it becomes necessary for work to be performed on a Holiday, employees qualified for available work in the department affected will be asked to volunteer on the basis that they can perform the available work. If enough employees do not volunteer, others will be assigned by the supervision in charge.
- (2) Employees scheduled to work on a Holiday will normally be notified at least forty-eight (48) hours in advance of the close of the workday immediately preceding the Holiday. If they receive such notification and fail to report to work, they will not be eligible for Holiday pay.
- (3) Holiday pay or pay for Holidays not worked, as the term is used in this Agreement, will mean the product of the eligible employee's working rate multiplied by the number of hours that would otherwise have been scheduled to work, not to exceed eight (8) hours, on such day if it had not been observed as a Holiday.
- (4) An employee who works on a day designated as a Holiday under this Agreement will receive Holiday pay as described in 10.04E(3), and will, in addition, be compensated at double the employee's working rate of pay for all hours of work performed on the Holiday.
- (5) The Union agrees that it will cooperate with the Company in preventing absenteeism on days prior to and following Holidays.

#### **10.05 Military Leave**

Employees shall request military leave through the ~~ULA Benefits Center~~ Leave Administrator. An employee who is a member of a reserve component of the Armed Forces, who is absent due to required active annual training duty or temporary special services duty, will be paid at the normal working rate less compensation received for such duty up to a maximum of fifteen (15) workdays each calendar year. Such items as subsistence, rental and travel allowance will not be included in determining compensation received for the duty. The employee will submit the W-2 or pay voucher received to assist the Company in determining the amount of pay to be received. Employees with military orders to serve additional days of duty will be excused on unpaid authorized leave pursuant to Article 11.03 of this Agreement.

#### **10.06 Occupational Injury or Illness**

Employees who incur an occupational injury or occupational illness and are sent home or to a medical facility by the Company shall receive pay at their regular hourly rate for the balance of their regular shift on that day but not to exceed the employee's regularly scheduled hours of work.

**10.07 Delta Vacation and Paid Absence Allowance Transition**

Employees who have been under the Delta pay-in-lieu of vacation system, including sick leave, or the Decatur eligibility date accrual system for vacation pay, including sick leave, in 2008, will be credited on January 1, 2009 with vacation and paid absence allowance (sick leave) accrued beginning April 18, 2008 for Delta employees, or beginning after the 2008 eligibility date for Decatur employees, and thereafter these employees will accrue vacation and paid absence allowance as provided in Article 10, Sections (1) and (2) above. These credited hours will be available for the employee to use as paid vacation and personal leave under the new Agreement.

For Delta employees with unpaid vacation hours accrued and banked prior to April 18, 2008, these hours will be carried forward and remain available for the employee to use as unpaid vacation.

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## ARTICLE 11

### LEAVES OF ABSENCE WITHOUT PAY

#### 11.01 Introduction

The Company and Union agree that requests for leaves of absence without pay will be for the following reasons: illness, injury, military, pregnancy, Union business and personal. Granting or disallowance of leaves will be subject to the provisions set forth in this Article. On a monthly basis the Company will provide the Union with a list of all approved Leave of Absences for bargaining unit employees at CCAFS, VAFB and Decatur.

#### 11.02 Illness, Injury and Family Care Leaves

A. An employee with 90 calendar days seniority on active payroll who becomes unable to work due to illness or injury and supports such claim with satisfactory written evidence substantiating the claim within eight (8) calendar days including the initial absence will be granted a written leave of absence not to exceed twenty four (24) months beginning with the first (1st) day of absence of a leave granted after the effective date of this Agreement. An employee requesting a leave of absence will comply with the following procedure:

- (1) Request a leave from the applicable benefits-leave administrator as soon as practicable after confirmation of the condition.
- (2) Submit a statement signed by the employee's physician supporting such claim to the applicable benefits-leave administrator as soon as practicable after confirmation of the condition but in no case later than eight (8) calendar days including the initial absence. The statement will contain designation of the date when it is expected the employee will no longer be able to physically perform their duties and the date for return to work.

The applicable benefits-leave administrator will review the recommendations of the employee's physician concerning the requirements for leave and establish eligibility and duration.

(3) In all cases of leaves of absence due to illness or injury of sixty (60) days or more, the Company may require the employee to furnish a physician's statement indicating the employee's current physical status.

Leaves of absence will be granted for family care in accordance with the provisions of the Family Medical Leave Act of 1993 and the California Family Rights Act of 1991 and any other applicable law or regulation.

- B. Employees who are unable to return to work upon expiration of their authorized leave must request extension of leave from the applicable ~~benefits~~ leave administrator during the five (5) day period before the return to work date specified on such authorized leave, but in no case, later than the end of the employee's regular shift on the return to work date. The employee will present satisfactory written evidence to the applicable ~~benefits~~ leave administrator substantiating the requirement for extension of leave no later than five (5) work-days (including the return to work date) after expiration of authorized leave.
- C. Employees should report intention to return to work to the Human Resources Department and the applicable ~~benefits~~ leave administrator as far in advance as practical prior to the intended date of return to work.
- D. Employees returning to work from a leave of absence will:
- (1) First report to the Safety, Health and Environmental Affairs (SHEA) or Human Resources Department prior to the start of the regular shift on the date the employee is scheduled to return to work or immediately prior to that date.
  - (2) Furnish the SHEA or Human Resources Department a statement signed by the employee's physician affirming that the employee is physically able to resume the normal duties of their job. Upon approval by Human Resources, the employee will be reinstated to their job or a substantially equivalent job if such job is available in accordance with the employee's seniority rights.
- E. When the Company determines that an employee is not physically capable of performing the normal duties of the employee's job, the Union will be informed by a representative of Human Resources. The Union may within forty-eight (48) hours of such notification request a meeting with a representative of Human Resources and SHEA.



Thereafter, the parties within five (5) working days of notification will meet and review the reason why the employee was not approved for return to work. Any dispute arising from controversies concerning the employee's physical capability to perform work within their job classification may be initiated in the arbitration step of the grievance procedure within five (5) working days from the date of the meeting.

- F. Failure to comply with the requirements for authorized leave will void right to authorized leave and will be just cause for employment termination, unless the employee presents satisfactory proof that it was not reasonably possible to comply with the above requirements.
- G. The granting or disallowance of requests for leaves of absence in excess of amounts above will be by mutual agreement of the parties. Request(s) for leaves of absence for employees with less than 90 calendar days seniority will be at the sole option of the Company.
- H. Employment will terminate in the case of employees who have exhausted amounts of leave provided under this Agreement, or who had less than 90 calendar days seniority and were not granted leave by the Company.

### **11.03 Military Leaves**

Any employee who establishes proof of entering the Armed Forces of the United States will be granted a leave of absence in accordance with the laws of the United States government, governing same, at the time such leave is taken.

### **11.04 Leaves for Union Business**

- A. Employees selected by the Union to do work for the Union which takes them away from their regular employment, will be granted leave(s) of absence without pay of not more than sixty (60) working days in each calendar year.

The Negotiating Committee of the Union will be granted leaves annually, as requested by the Union, in order to prepare for and conduct contract negotiations.

Should the Company, due to operational requirements, request that the Union reconsider any request for such leave(s) of absence, the Union shall meet with the Company to discuss the issue and not unreasonably deny such request.

All requests for leaves of absence for Union business shall be submitted to the Company in writing prior to the employee's absence from work.

B. Employees who leave their employment with the Company to become full-time Union representative(s) will be granted leave(s) of absence with seniority rights unimpaired, provided that they have had twelve (12) months of continuous employment with the Company, and further provided that they are on leave to conduct business with the Company.

C. Leaves of absence for Union business will terminate if the employee engages in employment other than as provided above or fails to return to work within thirty (30) working days following completion of such Union employment, whichever occurs first. At the sole option of the Company the thirty (30) day period may be extended. Request for such leave of absence will be made to cover "the term of office" to a maximum period of four (4) years, but this may be extended by mutual agreement.

#### **11.05 Personal Leaves**

A leave of absence will be granted for personal reasons, for a period not to exceed thirty (30) days per calendar year, upon application by an employee and approval by the Company. The Union will be notified in the event any such leave is extended beyond thirty (30) calendar days.

#### **11.06 Absenteeism**

The Union agrees that it will cooperate with the Company to discourage unnecessary absenteeism and unsatisfactory attendance. Employees who are unable to report to work for any unplanned reason (e.g. illness or unforeseen emergency) shall report daily to supervision within ninety (90) minutes prior to the beginning of the shift or as soon as possible.

#### **11.07 Industrial Injury Leaves**

Employees away from their jobs because of a compensable on the job injury as defined by state laws or regulations will be given a leave of absence and shall accrue length of continuous service not to exceed two (2) years while on compensation. During work-related medical leaves of absence up to twenty-four (24) months, additional pension benefits are available per Section 13.06.

#### **11.08 Other Leaves**

The Company may grant other leaves of absence without pay for other reasons such as public office, education, and the Peace Corps.

## ARTICLE 12

### GROUP INSURANCE HEALTH AND WELFARE AND HEALTH EXPENSE SUPPLEMENTAL BENEFITS

#### **12.01 Employee and Dependent Coverage**

All group insurance and health expense benefits which include medical, prescription drug, hearing aid, dental and vision coverages (copies which have been furnished to the Union) and employee contributions, established under the terms of the Agreement between the Company and the Union in effect immediately prior to the effective date of this Agreement, shall remain in full force and effect for the duration of this Agreement, except as and until modified by the agreed upon amendments in the 2015-2018 negotiations. The Company shall be entitled to receive and retain all refunds, rate reductions or dividends, if any, pertaining to dependent and employee coverage, including optional life insurance.

#### **12.02 Group Insurance Administration**

The Company shall have the responsibility for the administration of the group insurance and the health expense benefits program.

#### **12.03 Grievance Procedure**

No matter respecting the group insurance and health expense benefits program or any differences arising thereunder, including the rates which are established by the insurance carrier, shall be subject to the Grievance Procedure established in this Agreement.

#### **12.04**

Effective the date of this Agreement, all current and new employees shall have their same group insurance, medical, dental and vision plan designs remain in effect until December 31, 20152018.

#### **12.05**

Pursuant to agreements reached between the Company and Union, it is understood that the following changes are applicable to the Group Insurance, Medical, Dental and Vision expense benefits for employee and dependent coverage(s) and claims incurred

on and after the effective dates shown below for those eligible employees actively at work on and after such dates. Current coverage(s) and rates shall remain in effect until December 31, ~~2015~~2018. Effective May ~~4, 2015~~7, 2018, employees will be eligible to elect coverage commencing with the first date of employment as noted hereafter.

#### **12.06 Life Insurance**

A. During this Agreement, the Company paid Basic Life Insurance will be in the amount of ~~\$36,000~~\$40,000.

During this Agreement, the Company will offer optional Group Universal Life Insurance (GUL) as follows.

- (1) Employees may choose from one (1) to six (6) times annual base pay.
- (2) The cost of coverage per \$1,000 is based on the employee's age and salary as of December 1 of each prior plan year or hire date, if later.
- (3) Proof of Insurability is required for:
  - (a) Multiples of three (3) to six (6) times annual base pay for a newly eligible employee and amounts over \$500,000.
  - (b) Any multiple of insurance selected by an employee who enrolls after their initial eligibility date has passed (or who drops coverage and then re-enrolls at a later date).

B. During this Agreement, the Company paid Accidental Death and Dismemberment insurance coverage is ~~\$ 36,000~~\$40,000.

#### **12.07 Dependent Life Insurance**

During this Agreement, the Company will offer Dependent Optional Term Life (DOTL).

- A. An employee may elect spouse coverage at one (1), two (2), or three (3) times employee's annual base pay. Proof of Insurability (POI) is required if the coverage amount elected is three times employee's annual base pay or if the employee enrolls for spouse coverage after 31 days of employee's or spouse's first day of eligibility.
- B. An employee may elect \$5,000, \$10,000 or \$25,000 for eligible dependent child(ren).

C. The cost of coverage per \$1,000 is based on the employee's age and salary as of December 1 of each prior plan year or hire date, if later, for spouse coverage and is a flat rate per \$1,000 for child(ren) coverage.

### **12.08 Accident and Sickness Insurance**

Income benefits will be \$600 per week up to 26 weeks maximum. The benefit, as noted below, will be reduced by any payment the employee is eligible to receive under the Schedule for the California Unemployment Disability Insurance Code. Any other applicable offsets per the plan, will be applied.

- CCAFS \$600
- VAFB California State Disability Insurance
- Decatur \$600

Employee contributions for Accident and Sickness Insurance will be taken out of the first two paychecks each month. No deductions are made from a third paycheck in a month.

Employee contributions (per paycheck where a deduction is made) at CCAFS and Decatur will be based on the total premium cost of the coverage. On each January 1, the premium will be reviewed and be increased or decreased according to past and estimated future experience as determined by the insurance carrier in accordance with accepted actuarial principles.

### **12.09 Dental Plan**

Pursuant to agreements reached between the Company and Union, it is understood that the Dental (Preferred Provider Organization) PPO Plan in effect immediately prior to the effective date of this Agreement will remain in full force and effect as modified by the agreed upon changes set forth below:

The Company's Dental PPO Plan will be as follows:

A. During this Agreement, the Company will offer dental coverage as follows:

- Status quo until December 31, 2015-2018 (same plan design with Delta Dental)
- Premier Plus to be offered to all employees
- Dental PPO is paid by the Company
- Premier Plus - employees pay the difference between Premier Plus and Dental PPO

An employee may waive dental coverage without showing proof of other insurance. If an employee and spouse both work for the Company, one employee may waive coverage and receive coverage as a dependent under the other employee. Employees and/or dependents may only be covered by one United Launch Alliance sponsored dental plan at a time.

B. During this Agreement, the Dental PPO and Dental Premier Plus dental plans remain in effect as summarized below:

Dental Plan Features	Dental PPO		Dental Premier Plus
	Employer Paid		Employee pays difference between Premier Plus and PPO
	<b>Network PPO Participating Dentists</b>	<b>Non-Network Premier* or Non-Participating Dentists</b>	<b>Any Dentist*</b>
<b>Calendar Year Deductible</b>	\$50 / individual \$150 / family Basic and Major services only	\$75 / individual \$225 / family	None
<b>Preventive &amp; Diagnostic (cleanings limited to 2 times per calendar year)</b>	No charge, deductible does not apply	20%	No charge
<b>Basic Care (root canals, fillings)</b>	20%	50%	10%
<b>Major Care (crowns, bridges, dentures)</b>	40%	50%	20%
<b>Orthodontia</b>	50%; deductible does not apply \$2,000 / individual lifetime max (network and non-network combined)**		50% \$2,000 / individual lifetime max**
<b>Annual Maximum Benefit</b>	\$2,000 / individual (for all covered services except orthodontia)		\$2,000 / individual (for all covered services except orthodontia)
<i>Payments are based on the Usual and Customary limit for a specific service in the geographic area where treated.</i>			
* When you visit a Premier dentist, you will not be balance billed for amounts above Usual and Customary limits, and you will not need to file a claim form.			
** Services may be received from any orthodontic provider.			

New employees who do not elect dental coverage will be automatically enrolled in the Dental PPO, single coverage.

The Plan pays a percentage of covered or eligible reasonable and customary dental expenses, as long as the services are provided by or under the supervision of a legally licensed dentist.

The Dental Networks will be offered at CCAFS, VAFB, and Decatur and their schedule(s) will be annually reviewed and may be revised and updated based on past and estimated future experience as determined by the Network provider in accordance with accepted actuarial principles.

### 12.10 Prescription Drug Plan

Pursuant to agreements reached between the Company and the Union, it is understood that the prescription drug plans in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for employees covered by this Agreement until changed as described below:

- A. Current prescription drug benefits will remain in effect until December 31, ~~2015~~2018.
- B. During this Agreement, the prescription drug benefit of the plan will have the following plan features:

In Network	<u>Retail prescriptions for up to a 30 day supply</u>	
	- \$10.00	co-pay for generic drugs
	- \$25.00	co-pay preferred brand name drugs
	- \$50.00	co-pay non-preferred brand name drugs
	<u>Mail order for up to 90 day supply</u>	
	- \$20.00	co-pay for generic drugs
	- \$50.00	co-pay for preferred brand name drugs
	- \$100.00	co-pay for non-preferred brand name drugs

Out-of-Network - Prescriptions are not covered.

The Company will have the ability to implement programs that are offered through the Prescription Insurance carrier to save the employee and Company money as well as for patient safety programs that are offered.

The provisions of the plan will be summarized in a separate Summary Plan Description to be prepared by the Company and distributed to the Union and Plan participants.

**12.11 Vision Service Plan**

Pursuant to agreements reached between the Company and Union, it is understood that the Vision Plans in effect immediately prior to the effective date of this Agreement will remain in full force and effect as modified by the agreed upon changes set forth below:

The Company’s Vision Plan will be as follows:

- A. There will be no cost to the employee for vision coverage if the employee enrolls for single or family coverage. The vision plan is summarized below.

Vision Plan Features	Network	Non-Network
<b>Vision Exam (every calendar year, network and non-network combined)</b>	No charge	No charge up to \$50
<b>Lenses*</b>	<i>20% discount when a complete pair of glasses is purchased</i>	
<b>Single Allowance</b>	\$50	\$50
<b>Lined Bifocal Allowance</b>	\$80	\$80
<b>Lined Trifocal Allowance</b>	\$95	\$95
<b>Frames*</b>	<i>20% discount when a complete pair of glasses is purchased</i>	
<b>Frames Allowance</b>	\$120	\$120
<b>Contact Lenses*</b>	<i>15% discount off the contact lens fitting and evaluation exam**</i>	
<b>Contact Lenses Allowance</b>	\$120	\$120
* Limited to two pairs of lenses/frames or contact lenses every 2 calendar years; network and non-network combined.		
** Available from any VSP doctor within 12 months of your last eye exam.		



## 12.12 Hearing Aid Benefit Plan

During this Agreement, the benefit will be \$800 per hearing aid per ear once every three (3) calendar years.

## 12.13 Health Care Spending Accounts

~~A. Effective May 4, 2015, employees actively at work will be eligible to participate in the Health Care Spending Accounts in the same manner as prior to May 4, 2015, subject to the plan(s) provisions, until December 31, 2015.~~

~~BA.~~ Effective January 1, 2016, employees actively at work will be eligible to participate in the Health Care Spending Accounts subject to the plan(s) provisions as follows:

### Health Care Spending Account (HCSA)

#### Annual Contribution Elections

Minimum annual contribution	\$250
Maximum annual contribution	\$2,500

~~CB.~~ The Health Care Spending Accounts are pre-tax benefit plans. Contributions are deducted from participating employees' paychecks before taxes are taken out. The Health Care Spending Accounts are subject to rules and regulations set forth by the Internal Revenue Service. The maximum annual contribution for the Health Care Spending Account may be reduced or eliminated as provided for in Section 12.17.

~~DC.~~ The provisions of the plan is summarized in a separate Summary Plan Description to be prepared by the Company and distributed to the Union and plan participants.

## 12.14 Active Medical

Pursuant to agreements reached between the Company and Union, it is understood that the Active Medical Plans in effect immediately prior to the effective date of this Agreement will remain in full force and effect until December 31, ~~2015~~2018.

The Company's Active Medical Plans will be as follows:

A. Effective May ~~4, 2015, 7, 2018~~, employees will be eligible to participate on the first date of employment in the current existing plans provided by the Company.

B. Effective January 1, ~~2016~~2019, offered medical coverage shall be as follows:

<b>Medical Plan Features</b>	<b>EPO (Exclusive Provider Organization)</b> Effective 1/1/ <del>2016</del> <u>2019</u>
<b>Calendar Year Deductible</b>	None
<b>Annual Out-of-Pocket Maximum You Pay (excluding deductible)</b>	\$2,500 / individual \$5,000/individual plus spouse or child(ren) \$7,000 / family
<b>Primary Medical Care</b>	
<b>Office Visits</b>	\$25 copay
<b>Specialist Office Visits (non-surgical)</b>	\$35 copay
<b>Routine Physical Exams</b>	No Charge
<b>Inpatient Hospital Care</b>	
<b>Inpatient Hospital Stay</b>	\$150 copay per admission
<b>Emergency Room</b>	\$150 copay, waived if admitted
<b>Prescription Drugs</b>	
<b>Participating Retail Pharmacy</b>	(up to a 30-day supply)
Generic	\$10 copay
Brand Formulary	\$25 copay
Non-Formulary	\$50 copay
<b>Mail-Order</b>	(up to a 90-day supply)
Generic	\$20 copay
Brand Formulary	\$50 copay
Non-Formulary	\$100 copay
<b>Lifetime Maximum</b>	Unlimited
<b>An EPO is an HMO (Health Maintenance Organization) with an expanded National network.</b>	

Medical Plan Features	PPO Effective 1/1/ <del>2016</del> 2019	
	Network	Non-Network
<b>Calendar Year Deductible</b>	\$300 / individual \$900 / family	\$600 / individual \$1,800 / family (applies toward network)
<b>HRA Amount</b>	N/A	N/A
<b>Annual Out-of-Pocket Maximum You Pay (excluding deductible)</b>	\$2,000 / individual \$4,000/individual plus spouse or child(ren) \$5,000 / family	\$5,000 / individual \$8,000/individual plus spouse or child(ren) \$10,000 / family (applies toward network)
<b>Primary Medical Care</b>		
<b>Office Visits</b>	\$25 Copay	40%
<b>Specialist Office Visits (non-surgical)</b>	\$35 Copay	40%
<b>Routine Physical Exams</b>	No charge, deductible does not apply	Not covered
<b>Inpatient Hospital Care</b>		
<b>Inpatient Hospital Stay</b>	10%	40%
<b>Emergency Room</b>	\$150 copay, waived if admitted; 10% thereafter Non-emergency care: 40% after copay	
<b>Prescription Drugs</b>		
<b>Participating Retail Pharmacy</b>	(up to a 30-day supply)	
Generic	\$10 copay	Not covered
Brand Formulary	\$25 copay	Not covered
Non-Formulary	\$50 copay	Not covered
<b>Mail-Order</b>	(up to a 90-day supply)	
Generic	\$20 copay	Not covered
Brand Formulary	\$50 copay	Not covered
Non-Formulary	\$100 copay	Not covered
<b>Lifetime Maximum</b>	Unlimited	

Medical Plan Features	HRA (Health Reimbursement Account) Effective 1/1/ <del>2016</del> 2019	
	Network	Non-Network
<b>Calendar Year Deductible</b>	\$1,000 / individual \$1,500 / individual plus spouse or child(ren) \$2,000 / family (network and non-network combined)	
<b>HRA Amount</b>	\$500 / individual \$750 / individual plus spouse or child(ren) \$1,000 / family	
<b>Annual Out-of-Pocket Maximum You Pay (excluding deductible)</b>	\$2,000 / individual \$4,000 / individual plus spouse or child(ren) \$5,000 / family	\$5,000 / individual \$8,000 / individual plus spouse or child(ren) \$10,000 / family
<b>Primary Medical Care</b>		
<b>Office Visits</b>	10%	40%
<b>Specialist Office Visits (non-surgical)</b>	10%	40%
<b>Routine Physical Exams</b>	No charge, deductible does not apply	Not covered
<b>Inpatient Hospital Care</b>		
<b>Inpatient Hospital Stay</b>	10%	40%
<b>Emergency Room</b>	\$150 copay, waived if admitted; 10% thereafter Non-network, non-emergency care: 40% after copay	
<b>Prescription Drugs</b>		
<b>Participating Retail Pharmacy</b>	(up to a 30-day supply)	
Generic	\$10 copay	Not covered
Brand Formulary	\$25 copay	Not covered
Non-Formulary	\$50 copay	Not covered
<b>Mail-Order</b>	(up to a 90-day supply)	
Generic	\$20 copay	Not covered
Brand Formulary	\$50 copay	Not covered
Non-Formulary	\$100 copay	Not covered
<b>Lifetime Maximum</b>	Unlimited	

## 12.15 Noted Active Medical Provisions

- Three-tiered structure for the duration of this Agreement:
  - Employee;
  - Employee plus spouse or dependent child(ren);
  - Employee plus family
- Employee contributions for health care premiums will be taken out of the first two paychecks each month. No deductions are made from a third paycheck in a month.
- Employee contributions (per paycheck where a deduction is made) for the PPO plan will be capped at ~~\$65.00~~120.00 for employee, ~~\$130.00~~240.00 for employee plus spouse or dependent child(ren) and ~~\$195.00~~360.00 for employee plus family effective January 1, ~~2016~~2019. Employee contributions (per paycheck where a deduction is made) for the HRA plan will be capped at ~~\$40.00~~70.00 for employee, ~~\$80.00~~140.00 for employee plus spouse or dependent child(ren) and ~~\$120.00~~200.00 for employee plus family effective January 1, ~~2016~~2019. The EPO plan has no caps.
- Employee contributions for the EPO plan will be ~~20%~~22% of cost of plan effective January 1, ~~2016~~2019. Additionally, for the EPO plan only, the Company contribution to the total premium cost will be capped at \$800 EE, \$1,600 EE + SP, \$1,600 EE + Child, \$2,400 Family per month. Employees will be responsible for any additional premium cost that exceeds the cap, even if it exceeds 22% of the total premium.
- Employee contributions for the PPO plan will be ~~18%~~20% of cost of plan effective January 1, ~~2016~~2019.
- Employee contributions for the HRA plan will be ~~8%~~10% of cost of plan effective January 1, ~~2016~~2019.
- Only those participants currently enrolled in the EPO plan will be eligible to continue to participate in the plan effective January 1, 2013. The EPO plan ~~will be~~was closed to new entrants effective January 1, 2013.
- During this Agreement, the Prescription Drug co-pay to be \$10/\$25/\$50 for a 30 day prescription and \$20/\$50/\$100 for a 90 day prescription.

- Life-time maximum is now unlimited.

## 12.16 Retiree Medical Plans

The Company will continue for the term of this Agreement to offer three retiree PPO medical plans (Atlas-Cape/VAFB, Delta-Decatur, and Delta-Cape/VAFB). The Company may, but is not required to, offer the active employee medical plan to retirees. Effective January 1, 2019, the Company will modify the Space Systems and San Diego retiree medical plans to add two (2) additional plan levels of Employee + Spouse and Employee + Child(ren), in addition to the current options of Employee Only and Employee + Family. The Company contribution for the new plan levels will be capped at \$687.50 per month.

## 12.17 Federal or State Health Programs

- A. Recognizing the ~~impending implementation of health care legislation in 2018, constantly and changing landscape of health care legislation,~~ it is the intent of both the Company and Union that none of the benefits provided in connection with the aforementioned health insurance benefits (e.g. medical and health care spending accounts) will cause the application of an excise fee, ~~or (e.g., High Cost Coverage Excise Tax (a.k.a. the Cadillac Plan Tax))~~ as a result of providing such benefits with respect to The Patient Protection and Affordable Care Act (the "PPACA") or other Federal or State legislation which applies to the aforementioned health care benefits. Accordingly, if the actual rates for any plan are projected to be above the thresholds for triggering the tax or fee, in order to avoid such a tax or fee and in keeping with the intent of the parties, the Company and Union agree to timely meet ~~after~~ before the ~~2018~~ rates for the medical plans have been finalized ~~and if the actual rates for any plan are shown to be above the thresholds for triggering the 2018 tax or fee, then in order for~~ the parties' Benefits Representatives ~~will to~~ meet in an effort to modify such plan(s) to avoid the excise tax or fee.
- B. If such discussions fail to modify such plan(s), in an effort to avoid any excise tax or fee thresholds, then the Company has the right to annually modify the plan(s) up to the point where the premium falls below the threshold but no further than administratively practicable.
- C. If the modifications to any such plan design necessary to avoid any excise tax or fees cause the plan value to be less than the plan value under the HRA plan design, then the Company has the right to discontinue such plan(s).

D. During the term of this Agreement, continuation of health benefits will be offered for the periods described in the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), to those employees and dependents who lose coverage as a result of "a qualifying event," as defined under COBRA. The full cost of such coverage continuation will be borne by the employee or dependent.

**12.18 Long Term Disability**

During this Agreement, the Long Term Disability Plan is Company paid with a 40% benefit for approved long term disability. The Employee can purchase an additional 10% benefit at the employee's expense.

**12.19 Special Accident/Accidental Death & Dismemberment (AD&D) Insurance**

During this Agreement, the Special Accident (AD&D) Insurance Plan shall remain in effect and available to all sites. The following schedule is applicable:

<b>SPECIAL ACCIDENT <u>(AD&amp;D)</u> PLAN</b>		
Employee	Spouse	Child
\$25,000	\$10,000	\$10,000
\$50,000	\$25,000	\$25,000
\$100,000	\$50,000	\$50,000
\$200,000	\$100,000	
\$300,000	\$150,000	
\$400,000	\$200,000	
\$500,000	\$250,000	

### **SPECIAL ACCIDENT (AD&D) PLAN**

- (1) Salary limit of 10 times annual pay if an amount above \$300,000 is desired.
- (2) Employee must be enrolled in order to elect spouse and/or child(ren) coverage.
- (3) If more than one child is covered, the employee only pays for the cost of one child --- but all children are covered for the same amount of insurance selected by the employee. Different amounts for children are not permitted.

- Employee contributions for Special Accident Insurance premiums will be taken out of the first two paychecks each month. No deductions are made from a third paycheck in a month.
- Employee contributions (per paycheck where a deduction is made) for the insurance will be based on the actual cost of the premium and will be reviewed ~~insurance will be based on the actual cost of the premium and will be reviewed~~ each 1 January thereafter. The employee cost may be increased or decreased according to past and estimated future experience as determined by the insurance carrier in accordance with accepted actuarial principles.

The provisions of the plan will be summarized in a separate Summary Plan Description to be prepared by the Company and distributed to the Union and Plan participants.

#### **12.20 Short Term Disability Medical Coverage**

Employees on a Company-approved leave of absence for a short-term disability will maintain Company-provided health care coverage equal to that currently provided by the Company for Worker's Compensation leaves of absence, not to exceed 6 months. However, the employee must timely pay the employee's share of the monthly premium directly to the plan administrator.

#### **12.21 Accident Insurance Coverage for Missile or Rocket Accidents**

For missile or rocket accidents, and accidents arising in the course of development, testing, or firing of fuel and fuel systems, the death or dismemberment accident insurance benefit will be provided to employees as follows:

1. The amount of accidental death or dismemberment benefits will be paid in accordance with the terms of the insurance contract, in the amount of two times



the employees' annual base pay, with a minimum of \$50,000 and a maximum of \$200,000.

2. Coverage will apply to loss of life or dismemberment due to a missile and/or rocket accident sustained while in the course of employment. A missile and/or rocket accident shall mean an accident occurring in the course of development, fueling, or firing of any missile or rocket, or in the course of development, testing, or firing of any fueling system or fuel used or intended for use in any missile or rocket, by any firing, misfiring, malfunction or explosion of any such missile, rocket, fueling system or fuel.

### **12.22 ERISA Amendments/Modifications**

The Company shall be entitled to adopt such amendments or modifications to its benefit plans and coverages set forth and agreed upon in this Agreement, including its Appendices and Letters of Understanding, as may be appropriate to comply with the provisions of the Employee Retirement Income Security Act of 1974, the Affordable Care Act, and any amendments or regulations issued thereto.

### **12.23 Machinists Custom Choices Worksite Benefits Program**

The Company has agreed to allow the Union to offer the Machinists Custom Choices Worksite Benefits Program of supplemental insurance benefits to its members through their designated agent. This service will begin as soon as practicable after the Company's adoption of a Human Resources Information System (HRIS)/Payroll system. Policy holder service will be provided by the underwriter and EBS, and members will have the opportunity annually to spend up to 15 minutes with an EBS counselor on premises during working hours.

It is understood that the Company is not the plan sponsor and is not responsible for plan administration, enrollment or communication.

**ARTICLE 13**  
**RETIREMENT PLAN**

**13.01**

The United Launch Alliance Pension Plan for Hourly Represented Employees (Pension Plan) agreed to between the Company and the Union shall remain in full force and effect for the duration of this Agreement except as and until modified by the agreed upon changes set forth in this Agreement or the further provisions of this Article.

**13.02**

The Company shall have the responsibility for the administration of the Pension Plan except as otherwise specifically provided in any separate Agreement relating to the Pension Plan and its administration in effect between the Company and the Union.

- A. The Company shall provide the Union with a copy of the IRS Form 5500, once the form has been filed with the IRS. The Company will provide the Union with a list of all contributions made to the Pension Plan during the Calendar Year within 45 days after the end of the Calendar Year.
- B. The Company shall provide the Union with any signed amendments made to the Pension Plan Document, within thirty (30) days of the amendment being signed.
- C. The Company will notify the Union, annually, if the Pension Plan falls below a 95% funding level. The notification will be given, as soon as practicable following the completion of the actuarial valuation for the Pension Plan.

**13.03**

The Company shall make changes to the Retirement plans to ensure compliance with the Pension Protection Act, including adding a 75% Joint and Survivor annuity option to the United Launch Alliance Pension Plan for IAM 725 employees.

## 13.04

Pursuant to agreements reached between the Company and the Union, it is understood that the Pension Plans in effect immediately prior to the effective date of this Agreement will remain in full force and effect for the duration of this Agreement except as modified by the agreed upon changes set forth below. Changes are applicable to all covered hourly employees who are actively at work and on disability leave of absence on or after the effective date of the Agreement.

### A. Retirement Benefit

- (1) The monthly normal retirement benefit of an employee who retires or terminates with a vested benefit on or after May 4, 2015 will be equal to ninety-five dollars (\$95.00) per month per year of United Launch Alliance credited service to date of retirement.
- (2) Effective January 1, 2013, the ULA Pension Plan ~~will be~~ was closed to employees hired or rehired on or after January 1, 2013 and such employees will not be eligible to receive any benefits under the Pension Plan.
- (3) Between May 4, 2015 and December 31, 2016, the monthly normal retirement benefit of an employee ~~will continue~~ sd to grow as the employee accrues sd United Launch Alliance credited service.
- (4) Effective January 1, 2017, the ULA Pension Plan ~~will be~~ was frozen. This means that: (1) the monthly normal retirement benefit of an employee who retires or terminates with a vested benefit on or after January 1, 2017 will be frozen at ninety-five dollars (\$95.00) per month per year of United Launch Alliance credited service as of December 31, 2016; and (2) after January 1, 2017, continued United Launch Alliance credited service and salary increases will not increase the monthly normal retirement benefit of an employee. Employees will continue to earn vesting service under the plan for service earned on or after January 1, 2017.
- (5) All vested retirement benefits earned by employees as of December 31, 2016 under the ULA Pension Plan will remain intact.
- (6) It is the Company's intent to fully fund and transition the ULA Pension Plan to a third party, effective December 31, 2018. Other than adding additional employee options, this pension transition in no way changes the current pension benefits as

set forth in the ULA Pension Plan. Should the ULA Pension Plan be transitioned, all Plan benefits will be fully paid out from the Plan. The Company reserves the right to cancel the transition process prior to benefits being paid out or annuities being purchased. With this transition, employees will have new options to receive their pension benefits:

- If an employee has a benefit valued at \$5,000 or less, the benefit will be only paid out in a lump sum.
- Employees with a pension benefit valued greater than \$5,000 will have a one-time option to (1) immediately receive their benefits in a lump sum, (2) commence monthly pension payments, or (3) defer the payment of benefits until a later date.

If an employee chooses to defer payment of benefits or fails to make a distribution election, the Company will transfer Plan assets and administration to a third party, which will fully cover and disperse all benefits consistent with the current Plan.

### **13.05**

No matter respecting the Pension Plan or any differences arising thereunder shall be subject to the Grievance Procedure established in this Agreement.

### **13.06 Workers Compensation Leave of Absence**

The Pension Plan ~~will be~~ was amended to grant employees out on a Workers' Compensation leave of absence up to 24 months of vesting service and benefit/credited service.

### **13.07 Grandfathered NES Benefits**

The Grandfathered former Martin-Marietta non-exempt employees, recognized on a one time basis in March 1995 will have the three salaried benefits (pension, salary, continuation, severance) maintained for the life of this Agreement, subject to the Pension Plan transition described in 13.04 above. The Company will amend the Plan to grant active grandfathered NES employees one additional year of benefit service should the Company transition the Pension Plan as described in 13.04 above.

### **13.08 Transfers from San Diego to Decatur**

The Company amended its United Launch Alliance Pension Plan for Hourly Represented Employees (ULA Hourly Pension) for hourly employees who transferred

from the ULA San Diego operations to ULA's Decatur operations, and recognizes the agreed upon pension monthly multiplier under his contract for the purposes of calculating the transferred employees accrued benefit earned under the Space Systems benefit formula, if they are on the active payroll or on a leave of absence at the time of increase. The Company amended the ULA Hourly Pension to recognize the agreed upon pension monthly multiplier amount less \$34.00 (thirty-four dollars) when calculating the accrued benefit for GD service if they are on the active payroll or on a leave of absence at the time of increase. For those transferred employees from the ULA San Diego operations to ULA's Decatur Operations, who are eligible for Retiree Medical under the ULA San Diego Hourly Retiree Medical program, upon their retirement, the Company will recognize any increase negotiated under this contract with regards to any employer contribution caps when calculating the employee share of the cost of retiree medical.

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## ARTICLE 14

### 401(k) SAVINGS AND RETIREMENT PLAN

#### 14.01 Introduction

The employees of the bargaining unit shall be eligible to participate in the United Launch Alliance 401(k) Savings and Retirement Plan (401(k) Savings Plan) as agreed to between the Company and the Union for the duration of this Agreement.

#### 14.02 Program Administration

The Company will have the responsibility for the administration of the 401(k) Savings Plan.

#### 14.03 Grievance Procedure

No matter respecting the 401(k) Savings Plan or any differences arising thereunder shall be subject to the Grievance Procedure established in this Agreement.

#### 14.04 Government Approvals

The 401(k) Savings Plan shall be administered as a qualified plan under the Internal Revenue Code, and subject to being in compliance with all applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and orders issued pursuant to said laws.

#### 14.05 Noted 401(k) Savings Plan Provisions

~~A. Company match for all employees hired before 9/1/2006 will be 50% of the first 8% deferred until December 31, 2016.~~

~~B. Company match for all employees hired after 9/1/2006 will be 60% of the first 8% deferred until December 31, 2016.~~

CA. Effective January 1, 2017, the Company match for all employees will be 60% of the first 8% deferred.

DB. Total maximum deferral for all employees will be 50%, subject to IRS limitations.

C. Effective January 1, 2019, the 401(k) Savings Plan will add the following Plan features:

- Roth 401(k) option
- Auto-enrollment for new hires at 8% deferral rate
- Voluntary auto-escalation of 1% per year

ED. No new-hire waiting period at any location for any employee.

FE. Establishment of reasonable trading limitations.

~~G. Employees hired or rehired on or after January 1, 2013 will continue to receive an Employer Retirement Savings Contribution of three hundred fifty dollars (\$350) per quarter of active employment into their account under the ULA 401(k) Plan until December 31, 2015. The quarterly contribution will be paid at the end of each quarter. The Employer Retirement Savings Contribution will be subject to a three (3) year cliff vesting schedule and is not available for loans or hardship withdrawals.~~

~~H. Effective January 1, 2016, employees hired or rehired on or after January 1, 2013 will receive an Employer Retirement Savings Contribution of six hundred dollars (\$600.00) per quarter of active employment into their account under the ULA 401(k) Plan until December 31, 2016. The quarterly contribution will be paid at the end of each quarter. The Employer Retirement Savings Contribution will be subject to a three (3) year cliff vesting schedule and is not available for loans or hardship withdrawals.~~

IF. Effective January 1, 2017, Upon ratification of this Agreement, all employees, regardless of hire or rehire date, will receive an Employer Retirement Savings Contribution of eight nine hundred dollars ~~(\$800.00)~~ (\$900.00) per quarter of active employment into their account under the ULA 401(k) Plan. The quarterly contribution will be paid following the end of each quarter. The Employer Retirement Savings Contribution will be subject to a three (3) year cliff vesting schedule and is not available for loans or hardship withdrawals.

JG. In the event the pensions of the former non-exempt employees grandfathered under ~~LOU 15 Article 13~~ are frozen by Lockheed Martin during the term of this Agreement, they will then be eligible for the Employer Retirement Savings Contribution under ~~Article 14.05H and then 14.05I~~ 14.05F.

**ARTICLE 15**  
**SAFETY & MEDICAL**

**15.01 Mutual Objective**

It is the objective of both parties to this Agreement to maintain high standards of safety in order to eliminate as far as possible industrial accidents and illness.

**15.02 Safety Committee**

- A. At each geographic location, a Safety Committee shall be appointed from employees, a minimum of three selected by and representing the Union and three selected by and representing the Company. The Chairmanship of this committee shall be rotated between the Union and the Company members each year. The Secretary shall be chosen from the opposite group to the Chairman and shall keep minutes of all meetings. This committee shall meet as needed but no less than monthly.
- B. The Safety Committee will communicate a summary of its activities to the bargaining unit membership and the Company management.
- C. When an employee at work requires immediate medical attention by a private medical practitioner or at a hospital due to an industrial injury/illness or exposure to hazardous agents in the work environment, and the employee is not able to provide his own transportation, the Company will provide the transportation to and from the employee's normal work location. If such an employee is returned to his work location too late to use his normal transportation home, the Company will provide that transportation.

**15.03 Walk around Inspections**

At least one designee of the committee from the Union will accompany OSHA on any walk around inspections.

**15.04 Use of Safety Devices**

The Company agrees to furnish safe and sanitary devices that meet the requirements of both State and Federal regulations (including eyeglasses ground and fitted to individual requirements, and safety shoes) for all employees as required. It shall be mandatory for



all employees to use such devices when the Company determines that they are necessary.

#### **15.05 First Aid**

The Company will maintain access to registered nurses, qualified first aid attendants, medical clinics staffed by licensed health care providers, and/or ambulance service as required to care for employees in case of accidental injuries.

#### **15.06 Employee's Refusal to Work on Account of Alleged Unsafe Condition(s)**

- A. No employee shall be discharged or disciplined for refusing to work on a job or a machine if the refusal is based upon employee's written claim that said job or machine is not safe or will endanger the employee's health until it has been determined that the job or machine is or has been made safe or will not unduly endanger the employee's health. Pending the determination, as set forth in Sub-section B of this Section, the complaining employee shall be transferred to other available comparable work which the employee is qualified to perform regardless of the seniority provisions of Article 5. When it has been determined that the job or machine is or has been made safe, the employee shall be returned to such job. Then if the employee continues to refuse to work after the job or machine is determined to be safe, the employee shall be subject to discharge or other disciplinary action. ~~The Company shall have available appropriate Refusal to Work forms in each divisional Human Resources office and in Safety Department offices.~~
- B. The determination required by Section 15.06A shall be made jointly by the Company's Safety, Health or Environmental Specialist, (SHEA) and a Union Safety Committee member. If they are unable to agree, the determination shall be made by a Representative of the appropriate State or Federal Safety Agency.

#### **15.07 Safety Report Process**

The Company shall make available an electronic process (currently called the "Safety Flag") by which employees can report alleged unsafe conditions or needed safety corrections in their department. This electronic process and not the Grievance and Arbitration procedure shall be used for safety complaints and requests for corrections relative to safety conditions. The status of open safety complaints or requests for corrections will be briefed in the Safety Committee meetings. The electronic process will notify the originator when the safety complaint or request for correction is closed

and the disposition. If the designated Union member of the Safety Committee believes the safety complaint or request for correction was not adequately addressed, he/she shall request of Human Resources that an investigation be made. Human Resources shall thereupon call in SHEA. If SHEA decides that further investigation is warranted, SHEA and the designated Union member of the Safety Committee shall investigate jointly the matter under review. If SHEA feels that an investigation is not warranted, SHEA and Human Resources shall so advise the Union member, together with the reasons for the decision. If they are unable to agree, the determination shall be made by a Representative of the appropriate State or Federal Safety Agency.

#### **15.08 Medical Restrictions for Non-Occupational Injury or Illness**

When a medical restriction is issued involving an employee's medical condition, a medical restriction form will be placed in the employee's medical file. The affected employee shall have the responsibility to:

- A. Present a copy of those restrictions to Company medical.
- B. In the event that the restriction is extended, modified, or removed the affected employee must provide a copy of the amended restrictions to Company medical.
- C. If there is a difference of medical opinion as to the employee's physical restrictions, the Company and the employee through mutual consent will solicit the opinion of a third physician.

## ARTICLE 16

### SECURITY REGULATIONS

A. Nothing in this Agreement will require the Company to employ or to continue in its employment or to give access to any plant, factory, or site, any person or persons whom either the Secretary of Defense or the Secretary of the Army, or the Navy, or the Air Force, or any of their duly authorized representatives may designate in writing, in the interest of security against espionage, sabotage or subversive activity.

B. Possession of a National Agency Check with Inquiries (NAC-I) or an Equivalent Approval is the minimum Access Eligibility requirement for all employees assigned to CCAFS or VAFB as their regular work location so that the employee has unescorted access to all ULA work locations and areas. Employees assigned to Decatur as their home work location have no minimum requirements while performing work at Decatur; however, while performing work at CCAFS or VAFB, the employee shall possess or submit for NAC-I clearance.

C. Employees hired after the effective date of this Agreement who are assigned to CCAFS or VAFB as their regular work location and do not possess a Secret Clearance upon hire shall be required to submit for such clearance within sixty (60) days of hire. They shall maintain such clearance during their employment, unless the Company determines an excess of cleared personnel. If their application for clearance is denied, their employment will be terminated.

B-D. If an employee fails to obtain and/or maintain the minimum Access Eligibility requirements for unescorted access to all ULA work locations and areas, such failure will be just cause for separation from employment with ULA. The Company will allow the employee to utilize the appeal process, if any, provided by the government prior to discharge. During the appeal process, the employee will be placed on an unpaid suspension. The Company will facilitate communication between the employee and the government regarding any appeal process. During the unpaid suspension, employees may request and receive a payout of their personal leave or vacation until exhausted. If the employee's appeal is successful and the employee is able to obtain the minimum Access Eligibility requirement, then the employee will be reinstated and will receive back pay of 40 hours straight time per full week of suspension up to six (6) months minus any paid vacation, paid

personal time or paid unemployment compensation received by the employee during the suspension period.

E. The Company will ensure that ~~all CCAFS or VAFB~~ employees are submitted and processed for the minimum Access Eligibility requirements for unescorted access. The employee is responsible to maintain their access eligibility in good standing.

~~C.F.~~ The customer may require additional security requirements based on the mission, and such requirements will apply to affected areas and/or employees.

~~D.G.~~ The Company will determine the minimum number of represented employees required to be briefed for Sensitive Compartmentalized Information (SCI) access to support vehicle / spacecraft processing annually. If additional SCI accesses are needed, the Company will solicit volunteers for these accesses in order of seniority. If the Company fails to acquire the necessary number of employees from the appropriate classifications by seniority, management will assign employees to be SCI briefed in inverse seniority order. SCI briefed employees will receive an additive of ~~one two~~ dollars ~~(\$1.00)-(\$2.00)~~ per hour as long as they continue to maintain their SCI access.

~~E.H.~~ Should a reduction of the number of employees possessing SCI access be necessary, the Company will first ask for volunteers in order of seniority to be debriefed from the SCI access. If the number is still too high, then the Company will reduce the number of employees possessing SCI access by inverse seniority.

~~F.I.~~ Employees who have obtained Secret and/or SCI access are expected to maintain such access while employed by the Company, unless the Company determines an excess number of cleared personnel exists. Should an employee wish to voluntarily relinquish their SCI access in response to the excess number of cleared personnel, they will be provided the opportunity to be processed for the minimum access eligibility required for unescorted access. Should an employee have their SCI access taken away by the government, then the employee will be placed on an unpaid suspension and be permitted to pursue an appeal, if any, per paragraph ~~BD~~. Should an employee wish to voluntarily relinquish their Secret and/or SCI access for other personal reasons, the Company will consider their request on a case by case basis.

**ARTICLE 17**  
**GENERAL PROVISIONS**

**17.01 Training**

- A. The Company shall select and train employees as it deems appropriate to meet operational needs and determine when a sufficient number of employees have been trained.
- B. When training is required, the Company will solicit volunteers by work group and shift as applicable who are interested in the necessary training opportunity and will allow employees ~~seven (7)~~ two (2) calendar days to volunteer for the training opportunity. The Company will assign training opportunities as available to volunteers in order of seniority. If there are not sufficient volunteers within the workgroup, the Company will assign employees to train by ~~inverse~~ inverse order of seniority, beginning with the most senior, by work group and shift.
- ~~C. In the event training by work group is not applicable, the Company will solicit volunteers within the entire classification who are interested in the training opportunity and will allow employees seven (7) calendar days to volunteer for the training opportunity. The Company will assign training opportunities as available to volunteers in order of seniority. If there are not sufficient volunteers, the Company will assign employees in the classification to train by inverse order of seniority using the following method:~~
- ~~i. All employees within the classification will be listed by seniority order and divided into distinct quartiles each comprising 25% of the population of that classification.~~
  - ~~ii. The first employee to be assigned for training will be the least senior employee in the fourth (least senior) quartile. The second employee to be assigned for training will be the least senior employee in the third quartile. The third employee to be assigned for training will be the least senior employee in the second quartile. The fourth employee to be assigned for training will be the least senior employee in the first (most senior) quartile.~~
  - ~~iii. This process will be repeated as needed until the Company has trained a sufficient number of employees.~~

~~D. It is in the Company's best interest to have its most senior employees trained and certified to perform work on multiple product lines. Management may bypass employees with critical skills due to operational necessity. Any employee bypassed due to operational necessity will be placed in the next available training opportunity. Management may also bypass employees who do not possess the minimum skills and competencies needed to obtain the certifications in the following areas: CNC Machinists, NDT, GTAW, and VPPAW.~~

~~E. Training will be continuous throughout the life of this Agreement to achieve a consolidated workforce. In the event that there is a down select to one program or product line, the employees who have volunteered for training will be retrained on the basis of seniority, regardless of their heritage program.~~

~~F. If employees cannot successfully complete the required training, the employee will be returned to the last position held, but if that position is not available, the Company will reassign them to a work group where they can perform the work.~~

GC. The Company will determine when an employee has been sufficiently trained.

HD. Once trained, an employee may be assigned to any work on any product line to support business operations, regardless of current assignment.

E. Employees who possess critical skills or certifications are expected to maintain such skills and/or certifications while employed by the Company, unless the Company determines an excess number exists.

## **17.02 New Technology Training**

A. For the purposes of this section, new technology training is defined as training to develop new skills or certifications related to the introduction of new technology in the manufacturing and launching of the Company's product lines.

B. When new technology training opportunities arise, the Company will solicit volunteers from the appropriate classifications based on skills and the work area where the new technology will be implemented. The Company will allow employees seven (7) calendar days to volunteer for the new technology training opportunity. The Company will assign new technology training opportunities as available to volunteers in order of seniority. If there are not sufficient volunteers, the Company will assign employees to new technology training by inverse order of seniority from the appropriate classifications based on skills and the work area where the new

technology will be implemented. Management may bypass employees with critical skills due to operational necessity or who do not possess the minimum skills and competencies needed to successfully complete the training or obtain the certification.

- C. If employees cannot successfully complete the required new technology training, the employee will be returned to the last position held, but if that position is not available, the Company will reassign them to a work group where they can perform the work.
- D. The Company will determine when an employee has been sufficiently trained on the new technology.
- E. Failure to volunteer for training on new technology will not result in layoff out of seniority order.
- F. Once trained, an employee may be assigned to work on any product line regardless of current assignment.

### **17.03 Successorship**

This Agreement will be binding upon the successors and assigns of the Company and no provisions, terms or obligations herein contained will be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company or affected or changed in respect to any change in the legal status, ownership, name or management of the Company or by any change in the location of the place of the Company's business within the States of Alabama, California or Florida.

### **17.04 Separability**

In the event that any Federal or State legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated will remain in full force and effect.

### **17.05 Inventions**

Employees shall be permitted to retain ownership of an invention conceived or developed by them if the invention (a) was developed entirely on the employee's own time and the invention is one for which no equipment, supplies, facilities, or trade secret information of the Company was used; and (b) does not (i) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employees for

the Company. All other inventions shall be the property of the Company, and employees shall assist the Company in the protection of such inventions as directed by the Company.

No employee shall be required, as a condition of employment or continued employment, to sign an invention agreement which contravenes the provisions of this section.

#### **17.06 Bulletin Boards**

The Company shall provide bulletin boards for the Union's use in areas conveniently accessible to bargaining unit employees. New and replacement boards will be at least three feet by four feet in size. The Union may maintain the boards for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

#### **17.07 Equal Opportunity**

There shall be no discrimination, coercion, interference or restraint by the Company against any employee because of Union activity, membership, or affiliation.

The Union will not coerce or intimidate employees into becoming members of the Union and there shall be no interference with Company operations and no solicitation or promotional Union activity on Company time, except as otherwise provided in this Agreement.

The Union subscribes to the principle of a fair day's work for a fair day's pay and agrees that it will maintain this principle and use its best efforts to effectuate it wherever possible with the employees that the Union represents. Employees immediately will notify their managers if they have no productive work to perform.

The terms and conditions set forth in this Agreement shall be applied without discrimination of any kind on account of race, color, religion, national origin, sex, age, handicap/disability or status as a veteran in accordance with all applicable state and federal laws.

To the extent that the law or any final order of a cognizant court with which the Company and the Union are required to comply is in conflict with any of the provisions of this Agreement, such law or final order of a cognizant court will supersede the said provisions of this Agreement.



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## **17.08 Apprenticeship Program**

Upon request the parties will discuss and may implement an apprenticeship agreement which would be the subject of a separate agreement between the Company and the Union and the Alabama, California, and Florida State Apprenticeship Councils.

## **17.09 Supervisory and Salaried Employees Performing IAM Bargaining Unit Work**

It is not the intent of the Company to have supervisors or salaried personnel perform work within the scope of the bargaining unit, except under critical or emergency conditions, or instructing employees. They will not be used to replace or displace bargaining unit employees. There is recognition by both the Union and Company that within certain functions, there are some shared responsibilities that may be performed by either or both bargaining unit personnel and salaried employees. For example, in Launch Operations, salaried employees will perform work on any systems that directly interface or provide commands to the launch vehicle. Bargaining unit employees will be scheduled to routinely perform the functions, but salaried personnel may perform the functions in the absence of bargaining unit personnel and/or during critical tasks or emergency conditions.

The Company will use its best efforts to ensure that the terms of this provision are understood and applied throughout the Company in keeping with the intent herein.

Complaints involving repeat violations of this provision shall be subject to review at a meeting with the appropriate Company Representative and the appropriate Union Official. Such meetings shall be held at mutually agreed-to-times at the request of either party.

## **17.10 Supplemental Agreements**

~~Those Letters of Agreement, Memorandums of Understanding, and Application Agreements and Appendices as set forth in this Agreement, including all documents referred to therein, are by this reference incorporated herein, and these will remain in full force and effect for the duration of this Agreement.~~ To the extent parties have any agreements, written or otherwise, which are not incorporated in this Agreement, the parties will meet at the request of the other party at any time to discuss or renegotiate such other agreements; except for those that remain in effect due to a specific duration or term of agreement.

## 17.11 Group Leaders

~~At the Launch Sites, the~~ The following shall apply regarding the appointment and removal of Group Leaders.

- A. The Company shall have the right to assign an employee as a Group Leader. Leads shall be required to perform, as directed, any and all duties indicated in the Lead definition. The decision to create a Lead position and the appointment of an employee to the Lead position, or removal from a Lead position shall be at the sole discretion of the Company. The Company shall appoint and maintain the Group Leaders per the following:
- B. Group Leaders will not be considered a separate group for the purpose of seniority. Group Leaders will be subject to layoff by natural seniority of their classification.
- C. The Company shall announce all Group Leader openings to all bargaining unit members at a geographical location.
- D. Group Leaders will be selected or removed based on job-related criteria, including but not limited to, leadership ability, job knowledge, technical competence, education, experience and inter-personal skills. When the qualifications of one or more candidates are substantially equal, seniority will be the deciding factor. Group Leader selection disputes will be subject to the grievance process.
- E. Employees assigned to Group Leader who elect to discontinue their Lead assignment or disqualify themselves, shall be returned to their former position.
- F. Whenever a Group Leader is on authorized vacation or leave of absence, or assigned to temporary duty at another location, the Company may ~~select~~ designate another qualified employee per Section 17.11 D, as a temporary Lead. There is no requirement to announce temporary Lead opportunities. Temporary Leads will not be required. If the Company selects a temporary Lead such selection will be an employee in the same classification. Employees may be designated as a temporary Lead at their primary work location or travel locations, at the discretion of the Site Supervisor. The employee selected shall possess no rights to the Group Leader's position by virtue of this temporary assignment.

## **G. Group Lead Definition**

### **Basic Function**

Leads an assigned group of normally not more than fifteen employees. Perform a variety of duties associated with group assignment.

### **Principal Duties and Responsibilities**

1. Perform work operations typical of those performed by employees in the group led.
2. Leads, schedules, and assists employees in the group to obtain the best utilization of time, skills, tooling and equipment.
3. Provide guidance to employees in assigned group; devise on-the-job methods of approach for solving problems encountered within the scope of the assignments.
4. Coordinate group activities with supervision, engineering, customer and other agencies as necessary.
5. Advise supervisor or engineer of any critical problems that will or may cause changes in plans or schedules.
6. Perform a variety of technical duties relative to the enhancement of processes or developing new methodologies of performing launch vehicle processing / manufacturing function.
7. May be required to operate a vehicle in connection with performing above duties.
8. Responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements.

### **Supervision Exercised and Received**

No supervision is exercised. Leads the work of assigned group of employees. Receives limited supervision from designated supervisor.

### **Qualifications**

Requires broad technical knowledge of function being led.

## 17.12 Waivers

It is specifically understood and agreed that no provision of this Agreement shall constitute a waiver of legal rights of either party under any state or federal law.

The waiver of any breach of any provision of this Agreement by either party shall not constitute a waiver of any subsequent breach of the same or any other provision.

## 17.13 Notices

- A. **To the Parties:** Any notice to be served under any of the provisions of this Agreement shall be deemed to be duly served on the date of mailing by either overnight delivery or by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate party.
- B. **To Employees:** In all cases of termination of an employee's employment, whether by voluntary quit or discharge, the employee shall be given a copy of the termination notice which shall set forth the reason for termination.

## 17.14 Masculine - Feminine References

In construing and interpreting the language of this Agreement, reference to the masculine, such as "he", "him", and "his", shall include reference to the feminine.

## 17.15 Decatur Aerospace Prep Students

A. The Union and the Company support initiating a comprehensive program for students enrolled in a curriculum leading to an associate degree in Aerospace or Manufacturing Technology or related curriculum at the Decatur, Alabama facilities.

B. The students' status will be as follows:

1.) During their assignment, students will assist with production work and/or production support under the guidance of one or more IAM-represented employees. Students will be assigned to a full time represented employee and will assist in a limited capacity only, with no tech buy-off capabilities.

2.) The cognizant IAM-represented employees and their supervisors may provide an evaluation regarding the students' performance/training.

3.) The students' work schedule will be Monday through Friday, on either first or second shift, not to exceed 8 hours per day or forty hours per week. Appointments are no longer than 1 (one) semester at a time, not to exceed 2 (two) years.

4.) Production will move students to a different production work group every 90 calendar days. Production Support will rotate students to a new area of responsibility every 90 calendar days.

5.) Students will only be allowed to be assigned in the Decatur facilities as long as they are enrolled in the Aerospace Prep Student curriculum leading to an associate degree in Aerospace or Manufacturing Technology or related curriculum.

6.) The maximum number of Aerospace Prep students within the Decatur facility will not exceed 3% (three percent) of the total Decatur Bargaining Unit. Aerospace Prep students will not be utilized in a job classification if there are employees from that job classification on active layoff.

7.) The students will be paid at a rate not to exceed the minimum of the rate range of the classification they are working in. Students placed in the program will not be eligible for any benefits, including but not limited to, medical and dental coverage, vacation and sick leave credits, overtime, etc. as described in the Collective Bargaining Agreement. Should a program opportunity present itself at the Launch Sites, the same provisions outlined above shall apply.

8.) Should a program opportunity present itself at the Launch Sites, the same provisions outlined above shall apply.

### **17.15 Employee Recognition**

Bargaining unit members are eligible to receive individual cash, or cash equivalent recognition awards. It is agreed that the recipient, dollar amount and frequency of all such awards shall be at the discretion of the Company and will not be subject to the grievance procedure.

Upon request by the Union the Company will provide, on an annual basis, a summary of awards issued to members of the bargaining unit.

Guideline examples for award determination:

- Individual effort with impact to a program or organization
- Exceptional performance as a role model for others
- Team work excellence that has an impact on the operations

## ARTICLE 18

### NEW TECHNOLOGY / PILOT PROJECTS

#### 18.01

The Company and the Union agree that it is to their mutual benefit to create a continuous improvement environment through the use of the most efficient machines, processes, methods, work practices and materials. In this way, the Company will be able to effectively produce competitive products.

#### NEW TECHNOLOGY

#### 18.02

- A. The Company maintains the right to introduce and implement new technology into CCAFS, Decatur and VAFB.
- B. Each Site will form a Technology Change Committee comprised of two (2) Union and two (2) Company representatives appointed by each party. Each committee will study and make recommendations to the Company concerning the effect of the introduction of technological change on bargaining unit members at their respective site. These recommendations will include but will not be limited to: training or re-training of employees, proper classification or reclassification of employees and the transfer of employees.

#### 18.03

When the Technology Change Committee determines that employee training is feasible, appropriate and necessary to qualify employees to perform new or changed work within the bargaining unit resulting from the introduction of new technology, the appropriate recommendations of the Technology Change Committee will be considered in the establishment of a training program. Should a New Technology Training program be instituted by the Company, it will be administered per Article ~~17.02~~ 18.05.

#### 18.04

The Company and the Union agree to cooperate in seeking to obtain available state funds to assist in the training of employees for new work place technology.

#### 18.05 **New Technology Training**

- A. For the purposes of this section, new technology training is defined as training to develop new skills or certifications related to the introduction of new technology in the manufacturing and launching of the Company's product lines.
- B. When new technology training opportunities arise, the Company will solicit volunteers from the appropriate classifications based on skills and the work area where the new technology will be implemented. The Company will allow employees seven (7) calendar days to volunteer for the new technology training opportunity. The Company will assign new technology training opportunities as available to volunteers in order of seniority. If there are not sufficient volunteers, the Company will assign employees to new technology training by inverse order of seniority from the appropriate classifications based on skills and the work area where the new technology will be implemented. Management may bypass employees with critical skills due to operational necessity or who do not possess the minimum skills and competencies needed to successfully complete the training or obtain the certification.
- C. If employees cannot successfully complete the required new technology training, the employee will be returned to the last position held, but if that position is not available, the Company will reassign them to a work group where they can perform the work.
- D. The Company will determine when an employee has been sufficiently trained on the new technology.
- E. Failure to volunteer for training on new technology will not result in layoff out of seniority order.
- F. Once trained, an employee may be assigned to work on any product line regardless of current assignment.



## PILOT PROJECTS

### 18.0~~65~~

The Union and the Company shall meet and confer concerning implementation of any pilot project including any necessary modifications to the Collective Bargaining Agreement. The details of any pilot project which is agreed to by the parties shall be set forth in writing between the parties in a Pilot Project Agreement and must be approved by the Directing Business Representative of the Bargaining Unit where the project is proposed. It is the intent of the parties that implementation of a pilot project will not directly result in the layoff of employees or the reduction of the pay of employees assigned to a pilot project and that the Company will pay for costs such as training. Neither the Union nor the Company is under any obligation to agree to the implementation of a pilot project.

### 18.0~~76~~

In addition to the on-going review by a joint pilot projects committee, the Union and the Company will review semi-annually the operation of all implemented pilot projects. While the parties anticipate that any implemented pilot project will continue throughout the duration of this Agreement, a pilot project may be terminated at any time by either party.

### 18.0~~87~~

Disputes concerning a pilot project shall be subject to the grievance and arbitration procedures of Article 6 of this Agreement.

**ARTICLE 19**  
**STRIKES AND LOCKOUTS**

**19.01**

During the life of this Agreement, no work stoppages, strikes (including sympathy strikes) or slowdowns shall be caused or sanctioned by the Union and no lockouts shall be made by the Company.

**19.02**

Any employee or employees, individually or collectively, who shall cause or take part in any strike (including sympathy strikes), work stoppage, interruption, or any impeding of work, during the life of this Agreement, may be disciplined or discharged by the Company subject to the Grievance Procedure in Article 6. Any such grievance shall be instituted in Step Three.

**19.03**

In the event that any employee or employees refuse to handle or perform any work, or handle materials or machinery or equipment because of the sources of supply or the Union affiliation or non-affiliation of the labor engaged in such work, the Union agrees that they will, through their good offices efforts, promptly notify such employee or employees that this is a violation of this Agreement. Any employee or employees who engage in such action may be disciplined or discharged by the Company.

**19.04**

If the Company alleges that a sympathy strike has occurred, or is occurring, it shall be entitled to obtain immediate arbitration of the violation. In this event, notice shall be made in writing and delivered by overnight delivery to the other party to this Agreement and to the American Arbitration Association. The arbitrator (selected in accordance with Section 19.05) shall hold a prompt hearing within forty-eight (48) hours after receipt of the notice from the American Arbitration Association and shall render an award within twenty-four (24) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he/she shall prescribe appropriate relief, which shall include an order requiring any party or parties or employee or group of employees to desist from any

sympathy strike, for such violation. In the event the arbitrator enters an order to desist from the sympathy strike, it is agreed that the arbitrator shall make as part of the order a provision in the award to the effect that if the arbitrator finds there is thereafter a continuing violation of this Article during the term of this Agreement it shall automatically be deemed to be subject to the desist order entered by the arbitrator in such proceeding. Upon receipt by the parties from the arbitrator of a finding that a sympathy strike was or is occurring, the Company may proceed forthwith to secure a court order to confirm and/or enforce said desist order.

#### **19.05**

Whenever a sympathy strike shall be alleged by the Company, notification in writing and delivered by overnight delivery shall be made by the Company to the American Arbitration Association. The American Arbitration Association shall maintain a permanent panel of five (5) arbitrators whose selection has been approved in advance by the parties, but if the parties are unable to agree upon the selection of such a panel of permanent arbitrators then the panel shall be appointed by the American Arbitration Association. The American Arbitration Association shall, upon receipt of said notice, notify each of the arbitrators of said panel in turn until one is found who is immediately available to hear and decide the case in accordance with the provisions of the Strikes and Lockouts Article. The cost of the arbitration shall be shared equally by the Company and the Union.

**ARTICLE 20**  
**RIGHTS OF MANAGEMENT**

**20.01**

The management of the work sites and operations and the direction of the work force is vested exclusively in the Company, and this shall include and shall not be limited to the right to hire, properly classify or reclassify, transfer, assign and/or reassign employees, temporarily transfer employees between worksites, layoff for lack of work or other legitimate reasons, promote, demote for just cause, release for just cause, and for just cause to discharge, suspend or discipline employees, provided that the exercise of such rights shall not conflict with the provisions of this Agreement.

**20.02**

A. By way of clarification, the Company retains the right to subcontract or to determine the work to be performed by the Company, the location at which work is to be performed, the type of products to be manufactured, the schedules of production, and the processes and means of manufacture - referred to as management's prerogatives.

B. Specific situations in which the Company may subcontract include surges of work or work for which the Company does not have sufficient manpower, provided these instances last six (6) months or less. Additionally, the Company may subcontract work which has regularly been subcontracted at any site. Employees shall not be displaced as a direct result of such subcontracting.

## MEMORANDUM OF UNDERSTANDING

### Warehousing and Inventory Transition Plan

Commencing on or about \_\_\_\_\_ the warehousing and inventory function (currently performed by employees in the classifications of Aerospace Support at the launch sites and Aerospace Production Technician at Decatur) shall be performed by a new classification of employee referred to as Warehouse Worker. Except as specified below, the Company shall hire new employees to perform this function and will transition work to the new classification over a reasonable period of time, not to exceed six (6) months ("Transition Period").

The Warehouse Worker classification shall be members of the bargaining unit. The minimum rate of pay shall be \$15.21 per hour. The maximum rate shall be \$19.21 per hour. Increases and benefits shall be governed by the general provisions of the Collective Bargaining Agreement.

Employees currently performing warehousing and inventory work ("Current Employees") will have the option to either transition into a new job or classification as detailed below, or they can elect to move into the new Warehouse Worker classification at their home site. Should the Current Employee choose the latter option, he or she shall be paid a rate of \$22.21 per hour, with GWI increases and benefits provided in the Collective Bargaining Agreement.

Employees currently on layoff status in the Aerospace Support classification at the launch sites will be recalled as the Company hires for Warehouse Workers and be offered work in that classification. Those who accept a Warehouse Worker position will be paid a rate of \$22.21 per hour, with GWI increases and benefits provided in the Collective Bargaining Agreement. Those who decline recall shall remain on the recall list on the terms set forth in the CBA and not be eligible for severance as set forth below.

Employees currently performing warehousing and inventory work ("Current Employees") who choose to transition into a new job at their home site shall assist in the transition of their current work to the new employees in Warehouse Worker classification. During the Transition Period, Current Employees shall receive reasonable training for their new classification. Current Employees who are transitioned to other positions in this manner shall suffer no decrease in pay as a result of the transition.

If a Current Employee is not physically capable of performing another position, or if, at any time after ninety (90) days (or at any time at the employee's initiative), the Company or Current Employee conclude during the Transition Period that the Current Employee will not succeed in his or her new position with reasonable training, the employee shall have three options:

1. The Company may offer the Current Employee a position at another represented site with no loss in pay. The Current Employee may accept the offered position at his or her option and may relocate at his or her own expense; or
2. The Current Employee may elect to receive one week of severance pay per completed year of service with a maximum of twenty (20) weeks; or
3. The Current Employee may elect to move into a Warehouse Worker position at their home site. Should the Current Employee choose this option, he or she shall be paid the maximum rate for the Warehouse Worker position.

For the purposes of this provision, "reasonable training" is training which allows the employee to become proficient in a position within six (6) months.

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## ARTICLE 21

### DURATION

#### 21.01

This Agreement will become effective on ~~May 4, 2015~~ May 7, 2018, and will remain in force until ~~May 6, 2018~~ May 2, 2021.

#### 21.02

On ~~May 6, 2018~~ May 2, 2021 and at the end of each yearly period thereafter, this Agreement will be renewed automatically for periods of one (1) year, unless either party gives written notice of its desire to terminate or amend said Agreement at least sixty (60) days prior to its renewal date.

#### 21.03

In the event a notice of desire to amend is properly given by either party, in accordance with 21.02 hereof, the parties will simultaneously exchange desired amendments in writing within ten (10) days after receipt of said notice. It is understood that neither party will be precluded from submitting new or additional proposals during the course of negotiations.

#### 21.04

Negotiations concerning amendments to this Agreement will commence not later than forty-five (45) days or sooner than sixty (60) days before the expiration of the current contract period, unless other dates are determined by the parties through mutual agreement.

#### 21.05

During amendment negotiations, as required by 21.04 hereof, this Agreement will remain in full force and effect, except that it may be terminated by either party if seven (7) days written notice of intention to terminate this Agreement is given. The Agreement will thereupon terminate seven (7) days after receipt of said notice or upon the expiration of the current contract period, whichever occurs later, unless the parties by mutual agreement establish a different termination date.

|

**21.06**

During negotiations for a new Agreement, as required by 21.05 hereof, this Agreement will remain in full force and effect. However, upon the expiration of the current contract period, the Agreement will then terminate unless the parties by mutual agreement establish a different termination date.

**21.07**

It is further understood and agreed that the Union's right to strike and the Company's right to lock out the employees will not exist unless such strike/lockout is in compliance with the provisions of this Agreement.

**21.08**

This Agreement supersedes and renders void all previous Agreements prior to this Agreement, whether written or oral, between the parties hereto.

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In witness whereof, the parties hereto have hereunto set their hands and seals

~~May 6, 2015~~ May 7, 2018.

**United Launch Alliance**

By:



\_\_\_\_\_  
**Susan Moore**  
Union Relations Director

\_\_\_\_\_  
**David W. Gerbus**  
Assistant General Counsel

\_\_\_\_\_  
**Shellie Aguilera**  
Labor Relations Leader

\_\_\_\_\_  
**Lisa Wilson**  
Labor Relations Specialist, Decatur

\_\_\_\_\_  
**Connie S. Crabtree**  
Labor Relations Specialist CCAFS

\_\_\_\_\_  
**Linda Priestman**  
Labor Relations Specialist VAFB

\_\_\_\_\_  
**Craig Langford**  
Vice President, Production Operations

\_\_\_\_\_  
**Mark Dowhan**  
Vice President, Launch Operations

\_\_\_\_\_  
**Cindy Nafus**  
Site Leader, Decatur Operations

**International Association of Machinists  
and Aerospace Workers, AFL-CIO**

By:

\_\_\_\_\_  
**Terry Smith**  
IAM Aerospace Department Coordinator

\_\_\_\_\_  
**Mike Goddard**  
Grand Lodge Representative

\_\_\_\_\_  
**Nicholas Mrdjenovich Jr.**  
ADBR District Lodge 166

\_\_\_\_\_  
**Tony Bishop**  
Business Representative District Lodge 75

\_\_\_\_\_  
**Shawn Farrelly**  
CCAFS Senior Steward / Chairman

\_\_\_\_\_  
**Owen Russell**  
CCAFS Committee Member

\_\_\_\_\_  
**Ron Sockrider**  
CCAFS Committee Member

\_\_\_\_\_  
**Edward J. Cabral**  
VAFB Atlas Committee Chairman

\_\_\_\_\_  
**Steven K. Watts**  
VAFB Atlas Committee Member

---

**Kathy McLaughlin**  
Launch Operations Manager

---

**Brian Gilway**  
Manager, Launch Operations

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**Mark Ware**  
Manager, Launch Operations

---

**Darren Guilbert**  
Manager, Production Operations

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**Zeke Terry**  
Manager, Production Operations

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**Mike Epperly**  
VAFB Atlas Committee Member

---

**Kevie O. Dowhower**  
VAFB Delta Committee Chairman

---

**James E. White**  
VAFB Delta Committee Member

---

**Doug Rowland**  
VAFB Delta Committee Member

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**Anthony Michael**  
Decatur Committee Chairman

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**P. Gavin Brunner**  
Decatur Committee Member

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**David Story**  
Decatur Committee Member

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## APPENDIX A

### JOB CLASSIFICATIONS

<u>Classifications</u>	<u>Labor Grade</u>
------------------------	--------------------

The following job classifications are recognized at the Decatur facilities, geographic locations and support facilities.

<b>Aerospace Production Technician</b>	<b>E</b>
--	----------

Production

<b>Aerospace Production Support</b>	<b>D</b>
-------------------------------------	----------

Production Support

[Warehouse Worker](#)

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The following job classifications define the combinations of classifications to be recognized at the Atlas and Delta launch facilities, geographic locations and support facilities.

<b>Aerospace Technician</b>	<b>B</b>
-----------------------------	----------

Mechanic - Launch Operations  
Mechanic - Launch Operations VAFB  
Technician - Launch Operations Electrical  
Technician - Launch Operations Electrical VAFB  
Calibration Technician - Launch Operations  
Welder - Launch Operations  
Machinist - Launch Operations  
Fabricator - Mechanical Support - Launch Operations  
Field Test Technician  
Dispatcher / Operator - Vehicle Heavy VAFB  
Inspector – Launch Operations  
Field Test Technician (Inspector)  
Skills Trainer

**APPENDIX A (CONTINUED)**

**JOB CLASSIFICATIONS**

**Aerospace Maintenance**

**B**

Electrician - Industrial - Launch Operations  
Painter - Launch Operations  
Carpenter - Launch Operations VAFB  
Technician - Environmental Control - Launch Operations  
Field Maintenance  
Mechanic - Motor Pool CCAFS

**Aerospace Support**

**C**

Dispatcher - Materiel Services - Launch Operations  
Crater & Packer 1 – CCAFS  
Field Business Support Analyst  
Production Quality Analyst  
Field Support Associate  
Logistics Support Parts Analyst  
Traffic Rate Clerk A  
Materiel Control Analyst

**Aerospace Field Environmental Tech**

**B**

Field Environmental Tech

**Aerospace Planner**

**A**

Field Planner  
Production Planner

**Warehouse Worker**

**APPENDIX B-1**  
**LABOR GRADES & RATE RANGES**  
**EFFECTIVE DATE May 4, 2015**

CLASSIFICATIONS	LABOR GRADES	RATE RANGES	
		MIN	MAX
Aerospace Production Technician	E	\$16.28	\$34.48
Aerospace Production Support	D	\$18.83	\$38.76
Aerospace Technician	B	\$18.82	\$42.50
Aerospace Maintenance	B	\$18.82	\$42.50
Aerospace Support	C	\$15.21	\$38.28
Aerospace Planner	A	\$18.82	\$42.87
Aerospace Field Environmental Tech	B	\$18.82	\$42.50

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**APPENDIX B-2**  
**LABOR GRADES & RATE RANGES**

**EFFECTIVE DATE May 7, 2016**

CLASSIFICATIONS	LABOR GRADES	RATE RANGES	
		MIN	MAX
Aerospace Production Technician	E	\$16.28	\$35.17
Aerospace Production Support	D	\$18.83	\$39.54
Aerospace Technician	B	\$18.82	\$43.35
Aerospace Maintenance	B	\$18.82	\$43.35
Aerospace Support	C	\$15.21	\$39.05
Aerospace Planner	A	\$18.82	\$43.73
Aerospace Field Environmental Tech	B	\$18.82	\$43.35

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**APPENDIX B-3**  
**LABOR GRADES & RATE RANGES**  
**EFFECTIVE DATE May 6, 2017**

CLASSIFICATIONS	LABOR GRADES	RATE RANGES	
		MIN	MAX
Aerospace Production Technician	E	\$16.28	\$36.05
Aerospace Production Support	D	\$18.83	\$40.53
Aerospace Technician	B	\$18.82	\$44.43
Aerospace Maintenance	B	\$18.82	\$44.43
Aerospace Support	C	\$15.21	\$40.03
Aerospace Planner	A	\$18.82	\$44.82
Aerospace Field Environmental Tech	B	\$18.82	\$44.43

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**APPENDIX C**  
**JOB DESCRIPTIONS**

<b>Aerospace Production Technician .....</b>	<b>123</b>
<b>Aerospace Production Support .....</b>	<b>125</b>
<b>Aerospace Technician .....</b>	<b>127</b>
<b>Aerospace Maintenance .....</b>	<b>141</b>
<b>Aerospace Support .....</b>	<b>147</b>
<b>Aerospace Field Environmental Tech .....</b>	<b>155</b>
<b>Aerospace Planner.....</b>	<b>157</b>

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## **Aerospace Production Technician**

### **Basic Function**

This work is typically done by machine operators, of vertical lathe, hemi mill, skin mill) brake operators, assembly/metal fitters, welders, chemical processors, structure mechanics, composite structure mechanics, assembly technicians, system installers and testers, avionics installers and testers, non-destructive test technicians, Production Acceptance Test technicians, Quality Inspectors, Thermal Insulation technicians and painters. An employee will not be required to perform all work operations described in this job description in order to be eligible for this classification.

### **Principal Duties and Responsibilities**

This job classification uses a broad range of multi-level skills and abilities in the manufacture of products as designated by the Company. Performs a variety of tasks to complete work and/or assist teammates in assigned work area. Duties and responsibilities at any given work assignment may include, but are not limited to any of the following:

1. Perform work, in all phases of the vehicle buildup, preparation for shipment, vehicle erection and loading into test and assembly fixtures.
2. Set up, install and operate test tools and equipment as required to checkout and conduct a variety of functional and operational verifications.
3. Perform modifications and repairs to mechanical structural, fluid systems, electrical, avionics, instrumentation systems and propulsion systems. Troubleshoot and diagnose faulty equipment and systems.
4. Exercise accepted rigging techniques within the capacity of the equipment, including accurate estimates of load weight and center of gravity, using such hardware as overhead cranes, wire rope slings, clevises, shackles, hooks and eyes, etc., to assure proper safe rigging prior to lifting operations.
5. Operate vehicles greater than 2-1/2 tons to transport a wide variety of parts, materials, equipment, tools, components and assembled products between various locations within the confines of the Decatur operating facilities.
6. Expedites flight hardware, shipping, packing, receiving, warehousing and transportation, including vehicle moves in all capacities within the confines of the Decatur operating facilities.

7. Operates forklifts, tugs, jigs, fixtures, dollies and similar equipment.
8. All clean room / clean operations as pertains to assembly, test and packing of flight hardware and support equipment.
9. Handles and installs Ordnance.
10. Obtain correct parts, materials and tools to accomplish assigned task.
11. Use and work with detailed work instructions, blueprints, process standards and other specifications to moderate, exacting, or critical tolerances.
12. Use precise measuring instruments, gauges, tools, and related equipment.
13. Set-up, operate, and adjust a variety of precision machines such as vertical lathe, hemi mill, skin mill, brake former, manual or robotic spray systems, manual and/or mechanized and/or computer controlled welding equipment.
14. Use hand and power shop tools such as band saw, drill press, sander, bench grinder, metal bending equipment or other related machinery.
15. Apply multiple skills in the preparation and accomplishment of precise layout, fitting, trimming, positioning, aligning, assembling, mating, checking, and set-up of detail prefabricated parts, tube assemblies, wire harnesses, large composite and metallic structures and welded subassemblies, pneumatic and hydraulic components.
16. Perform pneumatic and hydrostatic proof testing and vapor degreasing of large aerospace tanks. Assemble large piping and ducting to connect test and degreasing systems to tanks. Perform system level checkout and acceptance tests.
17. Set-up and operate advanced equipment to perform liquid penetrant, ultrasonic and radiographic testing of various materials including weldments and machined parts.
18. Help the team become increasingly self-sufficient and participate in improving products, processes, and procedures of all types.
19. Maintain licenses, permits, and certifications required to perform assigned work, including MSE/IP. Certification(s) lost will require re-training by the Company, as soon as practical.
20. Perform other duties as assigned within this job classification or other work when incidental but necessary to accomplish the assignment.
21. Perform maintenance and repair of pneumatic and low voltage test equipment.
22. Perform inspections per engineering and process specifications identified in planning documents. May also perform witness operations, data review of production work orders, walk down of vehicles, and authoring non-conformances.

## **Aerospace Production Support**

### **Basic Function**

This job Classification encompasses work typically done by Machinists, Electricians, Pipefitters, Jig Builders, Instrument Mechanics, Welders, CNC Machine and Robotics installation and repair technicians, PLC Mechanics and Programmers, HVAC technicians and other positions that may be designated to support the manufacture of the Company's products. An employee will not be required to perform all work operations described in this job description in order to be eligible for classification.

### **Principal Duties and Responsibilities**

Use a broad range of multiple skills and abilities to support the manufacture of products. Perform a variety of tasks to complete work and/or assist teammates in assigned work area. Duties and responsibilities at any given work assignment may include but shall not be limited to any of the following:

1. Help to plan, organize, and sequence work operations. Request correct parts, materials and tools to accomplish assigned task.
2. Use and work with detailed work instructions, blueprints, sketches, process standards and other specifications to moderate, exacting, or critical tolerances.
3. Set-up, operate, and adjust a variety of precision equipment such as lathes, surface grinders, optical levels and transits as well as theodolite systems, laser tracker systems and milling machines to formulate jig/fixture items used to support the manufacture of the Company's products.
4. Perform precision threading, forming, drilling, reaming, counter-boring or other machine operations to formulate jig/fixture items used to support the manufacture of the Company's products.
5. Use hand and power shop tools or other related machinery to make, repair, or replace parts or perform mechanical type repairs, corrections, or adjustments.

6. Perform reactive and preventative maintenance type work. Maintain and adjust production equipment including but not limited to: electrical and electronic systems, equipment and control devices; machine tools (e.g. conventional, N/C CNC DNC FMS robotics, etc.), computerized and automated equipment, welders, lighting, power and power distribution; A-C and D-C motors and drives, HVAC systems, frequency converters, power conditioners, alarms, audio/video; presses and plant processing, cranes, electrically and electronically operated plant equipment.
7. Use precision measuring equipment (precision squares, levels and laser measurement systems, etc.) to verify NC machine alignment.
8. Act as First Responders in the event of a chemical spill or emergency
9. Record metrics for tracking maintenance on all facility and plant machinery and equipment.
10. Use equipment to test components and/or systems in the performance of duties. Diagnose and correct malfunctions in facilities systems and equipment.
11. Help the team become increasingly self-sufficient and participate in improving products, processes, and procedures of all types.
12. Maintain licenses, permits, and certifications required to perform assigned work.
13. Exercise accepted rigging techniques within the capacity of the equipment, including accurate estimates of load weight and center of gravity, using such hardware as overhead cranes, wire rope slings, clevises, shackles, hooks, and eyes, etc., to assure proper safe rigging prior to lifting operations.
14. Perform other duties as assigned within this job Classification or other work when incidental but necessary to accomplish the assignment.

## Aerospace Technician

### **Basic Function**

Perform checkout, maintenance repair, refurbish, in-place calibration, fabrication, modification, troubleshooting and final servicing of structural, mechanical and fluid systems of space vehicles, launch facility and aerospace ground equipment during field static firing or launch operations. Work with space flight hardware and/or ordnance performing receipt, transport, storage, repair, maintenance, calibration, modification and installation. Assist engineering in the evaluation of tests and correction of malfunctions; perform test and operational procedures. Perform installation, checkout, maintenance repair, refurbish, fabrication, modification, troubleshooting, and repair of airborne, aerospace ground and facilities electrical, electronic, instrumentation and range safety equipment and to calibrate, test, repair, maintain and modify test instruments and gauges utilized in the test, operation and maintenance of products at the launch site. Assist engineering in the analysis of tests and correction of malfunctions; perform test and operational procedures. Perform quality inspection tasks associated with shipping and receipt, fabrication, monitoring, rejection and disposition, installation, modification, troubleshooting, maintenance, calibration, check out and test of ground, airborne and facility systems and equipment during preparation for spacecraft and missile launch operations for compliance with engineering, quality, and customer specifications and requirements. Perform specialized calibration, maintenance, repair and modification of electronic, physical, and/or mechanical measurement instrumentation and equipment used to measure length, mass and time in terms of such quantities as current, frequency, power, force, weight, distance, temperature, pressure, resistance, inductance and capacitance. Occupation also requires the fusion welding of ferrous and non-ferrous metals and their alloys by utilizing one or more combinations of gas, arc, and inert gas arc processes. Provide support in the area of welding necessary for the operation. Maintenance of equipment and facilities required to complete such support activities. Perform the planning, layout, setup and operation of all types of precision machines such as milling machines, lathes, grinders, boring mills and jig borers on experimental, production, maintenance and tooling parts. Occupation requires the layout, construction or fabrication, assembly, repair and alteration of sheet metal, steel, aluminum, composite and fiberglass parts, assemblies and structures as required in support of operations. To operate heavy duty type vehicles, including

special purpose transporters, to move and transport parts, materials, equipment, tools, components and assembled products between various locations, both on and off-base.

### **Principal Duties and Responsibilities**

1. Perform work, in all phases of the vehicle buildup, preparation for launch, vehicle erection and alignment, various types of fueling, tank pressurization, checkout of control systems, ordnance and count down, and actual launching of missiles or similar products.
2. Utilizing basic overall operation plans and procedures, plan the detailed methods for setting up a variety of complex and technical, functional and operational tests. Utilize engineering test tools and equipment to perform launch site test and operations related to monitoring, control, safety, operation, and/or maintenance of the product/launch system and its support equipment.
3. Work from engineering blueprints, specifications, test procedures, schematics, verbal instructions, and/or similar sources of information to become thoroughly familiar with the design, function and operation of the missile, missile system, or similar Company product and supporting ground systems and equipment.
4. Set up, install and operate test tools and equipment as required to checkout and conduct a variety of functional, operational, verification, preflight tests and checks on simulated combined and/or combined airborne and aerospace ground mechanical/propulsion, facility mechanical equipment. Determine operational sequences and functional requirements of this equipment and recommend changes to procedures as required to assure compatibility of interrelated equipment and step-by-step sequences. Select and utilize test, mechanical standards, and similar equipment. Report checkout results and equipment readings, explaining and describing significant variations. May operate various control consoles, supplemental to engineering personnel. Energize, de-energize and adjust equipment in accordance with direction or to correct deviations.
5. Perform modification and repair to ground and airborne mechanical, structural, and fluid systems. Troubleshoot and diagnose faulty equipment and systems.

6. Check in-place calibration on airborne mechanical/fluid systems equipment and propellant transfer system, i.e., flow controller calibration, check pressure inputs and outputs, sequence and timing factors, making adjustments and alignments as necessary.
7. Perform final operational checkout of critical space vehicle structural, mechanic and fluid systems prior to static firing or launch operations.
8. Prepare reports describing test conditions, methods of operation, recordings, and similar information of engineering value.
9. Troubleshoot airborne, aerospace ground and combined airborne and aerospace ground structural, mechanical, and fluid systems equipment and test tools, critical facility and launch vehicle air conditioning equipment to maintain total balances and proper operations, and the hydraulic drive mechanism of the missile service tower.
10. Exercise accepted rigging techniques within the capacity of the equipment, including accurate estimates of load weight and center of gravity, using such hardware as wire rope slings, clevises, shackles, hooks and eyes, etc., to assure proper safe rigging prior to lifting operations.
11. Perform prescribed preventive maintenance service on mechanical support equipment and flight hardware on a routine basis. Perform prescribed pre-operational checks prior to use of equipment.
12. Must be thoroughly familiar with all hazards associated with the operation of the equipment and exercise all precautions to ensure safe operation to prevent injury to employees or damage to equipment and load.
13. Develops, builds, checks out, troubleshoots, repairs and modifies special mechanical/propulsion test tools and equipment where prescribed procedures have not been defined or where design information is incomplete. Develops aids to be used in the manufacture and maintenance of such tools and equipment.
14. Perform all structural, mechanical, fluid systems and ordnance related to the loading, unloading, movements, erection and de-erection of the airborne vehicle, including operation of fixed, mobile or overhead bridge cranes or specialized transportation equipment.

15. May troubleshoot ground and/or airborne ordnance equipment. Disarm airborne igniters or other ordnance devices as necessary in the event of failure, misfire or malfunction.
16. Conduct the final preflight checkout of the assigned area of the launch vehicle. Coordinate and perform work operations with customer personnel as required.
17. May perform minor electrical and/or minor welding/brazing/sweating duties such as those required to gain access to a particular job or those directly related to performing assigned mechanical/propulsion, air conditioning, and ordnance tasks.
18. Perform application of thermal-protective coatings to either missiles and/or ground support equipment, where required.
19. Participate in all phases of the preparation for launch, erection, alignment, various types of fueling, checkout of control systems and count down, and actual launching of missiles or similar products.
20. Utilizing basic overall operation plans and primary data, plan the detailed methods and procedures for setting up a variety of complex and technical, functional and operational tests. Utilize highly involved engineering test tools and equipment to perform the most complex launch site test and operations related to the monitoring, control, safety, operation, and/or maintenance of the product and its support equipment.
21. Work from blueprints, specifications, test procedures, schematics, verbal instructions and/or similar sources of information to become familiar with instrument calibration requirements and the design, function and operation of simulated combined and/or combined airborne and aerospace ground and facilities electrical, electronic, instrumentation and range safety equipment, function and operation of the missile, missile system, or similar Company product and its supporting ground systems and equipment. Perform calibration, test, repair, maintenance and modification procedures for instruments and gauges and prepare write-ups to be used on subsequent activities.



22. Set up, install and operate test tools and equipment as required to checkout and conduct a variety of functional, operational, verification, preflight test and checks on simulated combined and/or combined airborne and aerospace ground and facilities electrical, electronic, instrumentation and range safety equipment. Determine operation sequences and functional requirements of this equipment and recommend changes to procedures as required to assure compatibility of interrelated equipment and step-by-step sequences. Select and utilize the necessary test, electronic standards, instrumentation and range safety standards, and similar equipment. Report checkout results and equipment readings, explaining and describing significant variations. May operate various electrical, electronic, instrumentation and range safety control consoles as a supplement to engineering personnel. Energize, de-energize and adjust equipment in accordance with direction or to correct deviations.
23. Checkout, troubleshoot and repair space vehicle major electrical, electronic or instrumentation and range safety equipment, including mobile and facility cranes, remote to local aerospace ground transmission equipment, critical facility and launch vehicle air conditioning electrical equipment to maintain proper operation, and the main facility power distribution center when power is on. Interpret engineering documents, blueprints, circuit diagrams and related operational paper. Determine or calculate causes and extent of malfunctions and define corrective action necessary.
24. Perform complete installation, modification and checkout of an assigned instrumentation and/or telemetering system including the set-up of required test equipment, ascertaining proper calibration procedures, connect points, type of lines, transducers, and related items to complete end-to-end calibration of instrumentation or the checkout of electronic control systems.
25. Diagnose and correct major systems malfunctions by independently analyzing malfunctions, making permissible repairs and alterations and rework or replacement of defective parts so that systems and internal circuitry meet specified requirements. This includes such duties as: Validate, sequence, adjust and synchronize systems control, transmission and checkout consoles. Functionally checkout assigned system(s) by setting up test equipment, performing end-to-end calibration, voltage adjustments and measurements.

26. Provide engineering with information to correct design deficiencies or system errors through knowledge obtained by tests.
27. Release assigned system to engineering for test run or flight.
28. Prepare reports describing test conditions, methods of operation, recordings, and similar information of engineering value.
29. Check in-place calibration on airborne electrical, electronic, instrumentation and range safety equipment, check power inputs and outputs, sequence and timing factors, making adjustments and alignments as necessary.
30. Calibrate test instruments and gauges utilized in maintenance and test of Company products. Make necessary repairs or adjustments. Modify instruments and gauges as required.
31. Develop, build, checkout, troubleshoot, repair and modify special electrical, electronic and instrumentation test tools and equipment where prescribed procedures have not been defined or where design information is incomplete. Develop aids to be used in the manufacture and maintenance of test tools. Develop or modify special apparatus to be used for testing and calibrating instruments and gauges. Construct or direct construction, calibration and performance of this apparatus.
32. Perform all electrical/electronic operations related to the loading, unloading, movement, erection and de-erection of airborne vehicles.
33. Perform the complete final inspection of missile structures and major systems including related test facility and aerospace ground equipment preparatory to static test or launch in accordance with engineering and quality specifications and requirements. This includes such inspection duties as:
  - a. Witness and ascertain that major mechanical/electrical missile systems and associated mechanical, electrical and electronic items operationally comply with engineering, quality and customer requirements. Inspect modifications and repair of major mechanical, electrical and electronic missile systems and internal electronic circuitry which is accomplished during captive test or pre-launch operations.

- b. Investigate malfunctions, initiate rejections and inspect rework or replacements which occur during the operational checkout of the systems.
  - c. Witness and record validation and test data and prepare paperwork as required.
  - d. Consult with planning and engineering regarding changes and make recommendations and suggestions as a result of findings during checkout inspection.
  - e. Sign off for captive test or launch complete missile major systems and structures.
  - f. Witness and inspect the calibration and validation of test facility and aerospace ground equipment used in the field test or pre-launch operational checkout of missile major systems.
34. Examine and work from engineering blueprints, specifications, test and quality procedures and similar sources of information to become thoroughly familiar with the design, function and operation of the missile and its supporting ground systems and equipment.
35. Authorize, using established criteria, and monitor the preparations for and performance of functional, operational, verification and pre-launch checks and tests of complete major systems and integrated systems to assure conformance with test specifications, and their performance in accordance with established plans and procedures. Advise supervisor and inspection chief of significant discrepancies and other problems which may affect schedules or cause changes in plans. Coordinate technical problems with quality engineering personnel.
36. Accept major vehicle components and integrated systems which meet specifications and requirements or reject incomplete or erroneous portions by making entries on appropriate documentation signifying all failures, deviations from specifications and procedural departures. Assist and monitor technicians and engineers in troubleshooting malfunctioning systems and assist in determining cause of failures and deviations; recommend corrective action. Perform necessary liaison with engineering, customer and others as required. Close test procedures and routine work, by performing stamp continuity and documentation review for inspection.

37. Coordinate with customer quality personnel as required to obtain customer inspection approval and acceptance of hardware.
38. Performs primary recording duties on Sponge Count.
39. Recommend changes to inspection procedures necessary to ensure quality systems compliance with performance and reliability specifications.
40. May be required to perform nondestructive inspection (NDI) tasks such as dye penetrant or magnetic particle inspection.
41. Analyze, determine and establish the methods and procedures required to calibrate, maintain, repair and modify instruments, equipment, recording and indicating devices used to measure length, mass and time in terms such as current, power, frequency, force, weight, distance, temperature, pressure, resistance, inductance and capacitance by interpreting Company and customer requirements, manufacturer's specifications, circuit diagrams, technical data and written and verbal instructions.
42. Calibrate, maintain, repair and modify meters, instruments, gauges, recorder indicating devices, and other test equipment in accordance with manufacturer's specifications, Company and customer requirements and technical instructions.
43. Compare instruments, equipment, recording and indicating devices with standards and perform adjustment, alignment, sequencing and calibration to specified tolerances. Troubleshoot and isolate malfunctions and make permissible adjustment, replacement or repair. Perform recalibration as required.
44. Interface with Company operations, as required, to provide measurement consultation such as how to perform measurements and properly use test equipment.
45. Develop calibration procedures for new or modified equipment. Perform special technical studies and evaluation tests such as new instrument evaluations and special performance tests.
46. Work in conjunction with metrology engineering in the development of measurement technology and calibration systems and in the preparation of advanced or complex calibration procedures and software.

47. Maintain knowledge of and perform metrology operations in compliance per contractual standards and Company policies, procedures, and practices.
48. Develop or adapt test aids, accessories and holding fixtures to facilitate work operations.
49. Provide technical guidance and direction for assisting personnel.
50. Maintain records and paperwork.
51. Perform other metrology duties and responsibilities as assigned by supervision.
52. Determine the methods and sequence of welding operations required to layout, fabricate, assemble, modify, install and repair developmental, prototype and production assemblies and equipment by interpreting sketches, blueprints, written and verbal technical instructions and utilizing at least one of the following combinations: gas and inert gas arc, gas and metallic arc.
53. Perform overhead, vertical or horizontal welding operations on ferrous and non-ferrous metals and their alloys subject to extreme stress, critical pressures and rigid X-ray examination where complex contours, compound angles and exacting tolerances must be maintained.
54. Recommend welding techniques and procedures to fulfill engineering and manufacturing requirements for developmental and prototype products. Perform welding to prove or disprove the practicability of new or revised procedures, processes, materials and tools.
55. Heat, shrink and quench metals to obtain required dimensions and tolerances and to relieve stress and distortion.
56. Perform in connection with the foregoing such typical duties as: improvise, layout and construct holding fixtures to secure parts and assemblies to be welded; may set up and layout locations directly related to welding operations; and perform hand and machine cutting operations using oxy/acetylene, plasma-arc or carbon-arc methods.
57. Pass and maintain required certifications.

58. Works from detailed blueprints, shop sketches, existing parts, or verbal information to determine necessary machine operations and to plan operation sequences. Makes layout, for machining purposes, and sets up machine using a variety of precision angles, blocks, parallels, holding devices, etc. Computes angles, contours and dimensions not shown on the drawing using advance shop mathematics and handbook formulas. Loads and operates machine, positioning work and tools holding work in place. Machine setup may include CAD-CAM type programming.
59. Performs such typical operations as milling, boring, grinding, turning, drilling, shaping, grooving, slotting, etc., for machining tooling, experimental, production and maintenance parts where operator must perform a series of complex machining operations on various machines and on all types of ferrous, nonferrous and synthetic materials, and where related dimensions, compound angles, and radii are involved. Requires the maintenance of coordinated tolerances as allowed.
60. Checks work against specifications using precision measuring instruments such as micrometers, vernier height gauge, dial indicator and other similar tools.
61. Obtains necessary holding fixtures and cutting tools; improvises special holding tools when needed to machine unusually shaped parts. Mounts cutting tools and positions with parts or material; sets stops and regulates automatic feed speeds in accordance with operation to be performed and type of material to be worked.
62. Uses precision measuring instruments such as micrometers, calipers, scales, dial indicators, surface gauges, adjustable parallels, bevel protractors, gauge blocks, sign plates and bars, etc.; dimensionally checks completed part for conformity with specifications. Makes certain that all dimensions and tolerances are being maintained during machine operations.
63. Perform preventive maintenance of required equipment.
64. Determine the methods and sequences of operations to use in the fabrication or construction, assembly, repair or alteration of sheet metal, steel, aluminum, composite or fiberglass parts, assemblies and structures.
65. Determine raw and purchased material and parts requirements and initiate requisitioning actions necessary to obtain.

66. Perform the fabrication or construction, assembly, repair or alteration of sheet metal, steel, iron, composite and fiberglass parts, assemblies and structures such as: sheet metal ducting, panels and bracketry; aluminum or steel ladders, ramps, guard rails, cabinets or boxes; tubing or piping for tank farm installations; fiberglass panels, sections or platforms.
67. Perform the above where procedures and methods are not established or where engineering, planning and tooling may be incomplete requiring development or completion by the worker.
68. Work to pre-release blueprints, sketches or verbal information. Add dimensional data and suggest changes as job progresses. Furnish sketches with installation layout and dimensional information as required.
69. Coordinate directly or through liaison, fabrication or construction problems with machine shop, planning, inspection, engineering or other functions as necessary.
70. Perform in connection with the foregoing such duties as:
- a. Devise or adapt special tools, holding devices or apparatus to facilitate work operations.
  - b. Set up and operate machine tools as required (excluding lathe, mill and shaper).
  - c. Electro-etching, irridite or alodine operations.
  - d. Perform preventive maintenance operations for required machine tools.
71. May maintain motor pool and issues vehicles for the movement of materials in accordance with substantiated requirements and equipment availability. Ensures the return of such equipment as scheduled and checks equipment upon its return, reporting damage to the supervisor. Coordinates with base motor pool personnel for the temporary loan of additional vehicles as required.
72. Ascertain and justifies the type and quantity of equipment needed and completes and submits required load documents. Arranges for equipment delivery and checks equipment upon arrival, reporting discrepancies to supervisor.
73. May coordinate the repair and maintenance of vehicles ensuring release of vehicles for repair and maintenance as required.

74. May prepare equipment records and operations reports and accident reports as required.
75. Assists supervisor with the training of new drivers, frequently taking checkout rides to train and familiarize drivers with locations and routes.
76. Working as a Heavy Vehicle Operator, operates vehicles of greater than 2-1/2 tons to transport a wide variety of parts, materials, equipment, tools, components and assembled products between various base locations and customer subcontractor and vendor locations. Travels on all types of roads and may be required to make overnight trips. Receives written or oral instructions, plans most efficient and safest manner of arranging load, and determines best route from starting point to destination. Assists in the loading and unloading of vehicles and makes certain load is secure.
77. Maintains hourly or mileage logs. Handles manifest bills of lading and all other papers pertinent to the shipment.
78. Operates mobile boom crane, and special purpose transporters, to lift, move, and position extremely heavy or cumbersome items including the placing and positioning of missiles, major components and complete assemblies. Maneuvers crane and load in construction, test and other site areas requiring extreme care and dexterity to safely move and position loads without damage. May work in coordination with another crane.
79. Rigs loads for hoisting or checks rigging performed by others ensuring that slings, clamps, straps and other devices are properly set up and that the load is secured for safe movement. Determines weight and balance of load to ascertain that it is within the capacity of the crane. Moves crane to and from working locations.
80. Performs prescribed pre-operational checks prior to use of equipment. Must be thoroughly familiar with all hazards associated with the operation of the equipment and exercise all precautions to ensure safe operation to prevent injury to employees or damage to equipment and load.
81. Checks oil and fuel level, and may perform other minor adjustments and emergency repairs to vehicles when necessary.



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82. Observes all traffic practices and regulations in the performance of assigned duties.
  83. Draws special gear or equipment such as tarpaulins, chains, binders, and rope to secure and protect load in transit.
  84. Directs, as required, lower graded technicians assisting in performing portions of the above duties.
  85. Provide skills certification instructions to technicians for mechanical and electrical / electronic assembly, test and checkout skills required for launch activities. Perform associated certification for technicians and maintain records of the certifying cycle time and the results of the process.
  86. Pre-clean, clean and package or completely assemble precision mechanical, pneumatic, electro-mechanical or hydraulic parts or assemblies.
  87. Prepare kits for installation by working from planning cards or other issued documents and maintain correct storage of kits until installation is required.
  88. May be required to operate vehicles in connection with performing above duties.
  89. Responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements.
  90. May require the use of personal protective equipment to include, but not limited to, filtered respirators, SCAPE (Self Contained Atmospheric Protective Ensemble), portable air packs and splash suits.

The above classification and its job description is based on a combination of all of the heritage job classifications listed below, and by that reference includes all work previously performed as part of those classifications.

Mechanic Launch Operations (Cape Atlas)

Mechanic Launch Operations VAFB (Atlas)

Technician Launch Operations Electrical (Cape Atlas)

Technician Launch Operations Electrical VAFB (Atlas)

Inspector – Launch Operations (Atlas)

Field Test Technician (Inspector) (Delta)

Calibration Technician - Launch Operations (Atlas)

Welder- Launch Operations (Atlas)

Machinist- Launch Operations (Atlas)

Fabricator- Mechanical Support- Launch Operations (Atlas)

P613 Field Test Technician (Delta)

Dispatcher / Operator – Vehicle Heavy VAFB (Atlas)

Skills Trainer (Delta)

## **Aerospace Maintenance**

### **Basic Function**

Includes but not limited to the construction, installation, modification, maintenance and overhaul of industrial electronic systems and related equipment utilized in Company buildings, facilities and machinery. Hand and spray painting of factory and office buildings, areas, equipment, rolling stock and furniture; includes painting work on both new and old construction and equipment. Perform the painting of aerospace and component parts. Requires the planning, laying out and construction, repair and assembly of temporary and permanent buildings, additions, partitions, and wooden furniture and equipment. (Does not include functions peculiar to brick mason or steel construction worker occupations.) Perform the maintenance, servicing, repair, overhaul, modification and installation of facility machines, equipment and automotive equipment. Occupation requires the installation, operation, checkout, troubleshooting, modification and repair of environmental control system and related ground support equipment.

### **Principal Duties and Responsibilities**

1. Determine methods and sequence of operations required to locate, install, test, repair and modify industrial electronic systems and equipment by interpreting blueprints, wiring and schematic diagrams and following technical, verbal or written instructions being guided by trade practice, manufacturers and underwriters' specifications, national, state and municipal codes and ordinances and applying a thorough knowledge of industrial electronic theory.
2. Diagnose and correct malfunctions and adjust, sequence, synchronize and align industrial electronic systems and equipment. Perform necessary functional tests and adjustments to assure conformance with specifications and requirements.
3. Checkout, troubleshoot and repair major industrial electrical equipment, including mobile and facility equipment such as cranes, specialized transportation equipment, remote to local aerospace ground transmission equipment, critical facility and launch vehicle air conditioning electrical equipment to maintain proper operation, and the main facility power distribution center when power is on. Interpret engineering documents, blueprints, circuit diagrams and related operational paper. Determine or calculate causes and extent of malfunctions and define corrective action necessary.

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4. Perform complete installation, overhaul, maintenance, repair and modification of such electrical / electronic equipment as: numerically and computer controlled machines, programmable logic controllers, and peripheral attachments such as resolvers, tachometers and encoders; electronically controlled welders (both vacuum tube and solid state); industrial circuit breakers; variable frequency drivers; solid state DC and digital inverter drives; electro-hydraulically controlled equipment; heat treat furnace controls and sensing devices; saturable core controlled equipment; thermocouple actuated controls; power line interference and radiation filters; Resistive/Capacitance (R-C) timing networks and digital timing devices.
5. Develop and fabricate test equipment, test aids and accessories necessary to accomplish work operations.
6. Perform minor mechanical duties such as those required to gain access to a particular job directly related to performing assigned electrical tasks.
7. Must possess license or certificate as may be required by state and local codes and ordinances.
8. Determines sequence of paint operations and methods to be used including need or advisability for scaffolding and rigging, color blending and matching required, time allowance between coats, order of application and number required, type and amount of materials needed, and areas to be painted according to specifications, blueprint and sketches, written or verbal instructions and trade practice.
9. Sets up for job by mixing, blending and matching paint to proper color and consistency when required and when necessary, directing, and the erection of scaffolding and rigging.
10. Performs such typical operations as applying decorative and/or protective finish coats to such items as office furniture (as desks, tables, cabinets, picture frames, blackboards, and venetian blinds) office interiors, automobile bodies and truck cabs. Rubs down and mirror finishes office furniture. Applies trim to office interiors using a trim brush. Does trim striping, dado work and stippling. And/or does painting, including both prime or finish coats, on exteriors and interiors which require working from scaffolding, swing stages and boatswain's chairs at a height in excess of twenty feet.

11. Perform sandblasting of parts, equipment and tools preparatory to painting.
12. May hang wallpaper and mount maps on walls or plywood as required.
13. Perform application of thermal-protective / corrosion-protective coatings to ground support equipment.
14. Develop test procedures, inspection and surveillance procedures as required. Performs all types of carpentry duties working from blueprints, specifications, material lists, sketches and verbal information received from supervision to plan, layout, construct, repair, and/or modify facilities.
15. Determine sequence of construction assembly and pre-finishing operations and plans job by preparing material lists and making work sketches of construction, scaffolding, prefabrication points, bracing members and other details when these are necessary and not furnished. Supplement by producing actual layout when necessary.
16. Performs such typical operations as the finish carpentry work on permanent structures, office partitions, panels, hardwood floors, office doors and windows. Saw and finish to specifications or requirements by using hand and power tools. Position component parts in carpentry fixtures for prefabrication or in position if built on location, following blueprints or sketches or making determinations by practical application of trade practice. Nail, screw and/or glue component parts, and fasten them on completed sections in permanent position. Finish by sanding.
17. Completely fabricate and assemble fine hardwood furniture as desks, conference tables, bookcases and cabinets for non-factory offices and lobbies by use of cabinetmakers' hand tools, power wood working machines and portable power hand tools. Assemble, position and fasten detail parts by nailing, screwing or gluing. Sand and prepare surfaces for finishing. Apply stains and finishes as required.
18. Lay out raw stock and set up and operate wood working power tools such as saws, jointers, shapers, lathes and sanders by selecting cutting tool or abrasive, setting and adjusting stops, guides, feeds and speeds. Perform cleaning and preventive type maintenance for the listed equipment.

19. May layout, fabricate and assemble boxes for delicate instruments and tools. Does modification, rework and repair of the same level of difficulty as other work described herein.
20. May fabricate unusual and irregularly shaped experimental and/or developmental mock-up or ground support fixtures requiring exacting tolerance.
21. Maintain paperwork and records.
22. Determine the method of operations required to perform major overhaul, repair and modification of facility, aerospace ground equipment, mobile equipment, facility machines and equipment such as lathes, milling machines, press punches, radial drill presses, power shears, brakes (box and press), saws (wood and metal), hydraulic presses, welding equipment and automotive type equipment such as forklift trucks, tugs, automobiles and trailers.
23. Perform overhaul, assemble, install, modify and maintain major aerospace and facility equipment and installations, such as, compressors, pumps, machine tools, lathes, mills, etc.
24. Perform special inspection and operation of machines and equipment and determine the necessity for overhaul and repair. Analyze and may perform mandatory modification to machines and equipment. Provide estimates of completion dates and down time.
25. Recommend acquisition of special or standard parts, tools or equipment to facilitate work operations.
26. Set-up and/or operate machines and equipment to assure proper function after installation, repair or maintenance.
27. Fabricate, assemble, install and check special devices and mechanisms. Order special and standard parts and material. Establish dimensions and locations and perform necessary layout and bench work operations. Furnish sketches as required.
28. May perform lifting and handling of loads to the work described herein where standard lifting fixtures and equipment made specifically for the job are available.

29. Investigate machinery and equipment histories and recommend adjusted service or maintenance schedules for all Company equipment.
30. Devise or adapt special tools, holding devices or test apparatus to facilitate work operation.
31. Set-up and operate machine tools such as saws, grinders and drill presses to refurbish or fabricate parts.
32. Diagnose and troubleshoot when equipment malfunctions to determine or diagnose nature, extent of and corrective action required when an overhaul, repair or complete functional check or tune-up is necessary to restore to service such equipment as identified above.
33. Perform minor electrical duties such as those required to gain access to a particular job directly related to performing assigned mechanical tasks.
34. During transportation operations such as spacecraft moves, missile moves, etc., the Aerospace Maintenance personnel will be secondary to Aerospace Technicians.
35. Perform routine maintenance on commercial motor vehicles as required as well as necessary DOT required maintenance / inspection.
36. Perform weekly scheduled maintenance for generators / other facility system equipment.
37. Support sub-contractors as necessary.
38. Have and retain certifications coinciding with motor pool operations.
39. Checkout, troubleshoot, operate and repair environmental control systems used to simultaneously heat and/or cool space vehicle multiple stage boosters and payloads prior to launch.
40. Perform checkout of the complete environmental control system by proper calibration and fine adjustment of such items as pneumatic controller, transmitters, transducers, pneumatic and reducing valves, regulation valves, pressure gauges, compressors, coils, solenoids, fans and blowers, instrumentation and low voltage controls; excluding power of the air conditioning equipment. Perform sweat soldering of less than or equal to three inch copper refrigeration tubing.



41. Diagnose and correct system malfunctions during operation of the environmental control system by independently analyzing malfunctions, making permissible repairs, adjustments, alterations and rework so that systems on the space vehicle will perform to specified requirements.
42. Operate and maintain ground support equipment used in pre-launch tankings of all space vehicle stages and during launch operations. Maintain and adjust environmental control units and the gaseous nitrogen supply system to provide moisture control in accordance with complex procedures.
43. Maintain surveillance of environmental control equipment as required while in operation, when maintenance of critical temperature parameters are required to support tests, spacecraft and/or missile systems integrity.
44. Perform major overhaul and repair of other mechanical and refrigerated air conditioning systems as required.
45. May be required to operate vehicle in connection with performing above duties.
46. Responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements.
47. May require the use of personal protective equipment to include, but not limited to, filtered respirators, SCAPE (Self Contained Atmospheric Protective Ensemble), portable air packs and splash suits.

**The above classification and its job description is based on a combination of all of the heritage job classifications listed below, and by that reference includes all work previously performed as part of those classifications.**

Electrician- Industrial- Launch Operations (Atlas)

Technician – Environmental Control Launch Operations (Atlas)

Painter- Launch Operations (Atlas)

Carpenter- Launch Operations (Atlas)

Field Maintenance (Delta)

Mechanic - Motor Pool CCAFS (Atlas)

## **Aerospace Support**

### **Basic Function**

Receive, ship, stage, dispatch, kit, traffic, issue material, stock, disburse, and control material, equipment and the processing of accompanying documents. Operate and maintain tool cribs, work order control and storage areas. Control utilization and scheduling of standards and test equipment. Provide support for spares, provisioning and processing. Operates reproduction equipment and maintains supplies. Provide professional materiel functions to site support, site representation or single point support to ensure that materiel requirements are met consistent with schedule. Responsible for shipping, receiving, traffic, materiel control, operational support, tool cribs and work order control sections ensuring support to the Launch Operation activity by planning and scheduling personnel, equipment, and hardware. Prepares/fabricates shipping crates, boxes and special crating fixtures. Directs and/or perform shipping activities such as blocking, tying down, padding, securing and bracing. Assist in the preparation/loading of domestic and international shipments. Uses Company vehicles and Powered Industrial Trucks (PIT) such as forklifts, lift-trucks, pallet-jacks, and other material handling equipment.

### **Principal Duties and Responsibilities**

1. Perform receiving, stock control, and disbursement of tools, assemblies, outside-purchased parts, raw material, and associated documents for Launch Operations by working from established information. Route material to stock areas for storage and be responsible for the maintenance of stock in a neat, orderly manner and ensure proper identification in accordance with established practices. Prepare necessary paperwork and keep records as required.
2. Place material in tool cribs, storage areas, shipping areas, or other designated points by operating approved handling devices, such as forklifts and hand carts. Identify and issue material from storage areas according to orders received. Operate Company vehicles such as vans, pick-up trucks and flatbed trucks in the delivery of material.

3. Operate and maintain stock rooms and tool cribs within an assigned area. Issue tools, parts, assemblies, test equipment, documentation and other material or equipment to authorized personnel. Perform required inventories of all items within an assigned stock room or tool crib. Prepare and maintain written status reports reflecting shortages and installations.
4. Prepare kits for installation by working from planning cards or other issue documents and maintain correct storage of kits until installation is required. Initiate requisitions when stock level supplies reach a minimum, or inspection rejections require necessity for reordering.
5. Control utilization and scheduling of standards and test equipment by analyzing requests and reviewing, with the requesters, test equipment calibration due dates to avoid schedule conflicts and test interruptions. Allocate test equipment based upon availability, type of equipment, schedule considerations and program requirements.
6. Exercise surveillance over the procurement, receipt, use, identification and movement of an assigned group of test equipment. Initiate test equipment procurement action by providing equipment specifications, justification, and need dates from information furnished by the requester. Maintain stock of replacement parts in support of test equipment by processing parts requests, reviewing usage records and performing procurement follow-up.
7. Use computer systems to check stock availability and location, verify material quantities on hand, locate test tools or equipment, etc. Use labeling equipment to mark tools, equipment, parts, shelves, etc., where required.
8. Set up and maintain test equipment records related to equipment specifications, locations, calibration dates, schedules and substitutions. Determine recalibration scheduling priorities where need dates conflict. Initiate contact and follow-up with using departments when alternate equipment is needed to satisfy testing requirements and schedules.

9. Coordinate with Materiel, Calibration, and Maintenance Planning staff for range support regarding requests for repair, calibration or replacement of parts and responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements equipment.
10. Maintain a segment of a comprehensive inventory records system (e.g., GOLD), investigate and reconcile discrepancies within the system. May assist in conducting physical audits of materiel and equipment. Act as preliminary liaison to resolve problems concerning control of inventory or purchase of parts and materiel where solutions involve accuracy of, or compliance with, established requirements or specifications. Audit materiel records, verify findings with Finance and affected organizations, and investigate and correct discrepancies. Refer more detailed or complicated concerns (e.g., those impacting Federal law or major component delivery schedules) to higher graded materiel personnel.
11. Analyze and process requirement documents to ensure completeness and accuracy and secure prompt resolution of problems and discrepancies. Collaborate with organizations generating requirements to ensure a timely flow of input data.
12. Review schedules for launch vehicle requirements and time frame and provide launch operations with materiel and equipment for launch processing.
13. Approve materiel release from inventory assuring proper authorization and budget usage. Forecast material needs through analysis of prior usage information and released engineering, and estimate future needs based upon anticipated business and program experience. Review the items in the Material Review Crib for disposition instructions and monitor or implement the non-serviceable and repair process, including coordinating criterion for returning parts to vendors or ULA facilities.

14. Maintain requirements and hardware availability status for assigned group or discipline. Conduct materiel process reviews to ensure task, asset, and data integrity is maintained; utilize independent analysis to identify anomalies, determine cause, and facilitate correction on minor process issues (e.g., those occurring within the department), and coordinate analysis activities with personnel outside the department. Recommend corrections or process improvements concerning process issues outside knowledge base to higher level materiel personnel.
15. Generate shipping documents, purchase requisitions, and other documents in support of program requirements.
16. Perform supply and demand analysis on independent materiel demand and identify proper acquisition methods to meet customer demands in a timely and cost effective manner by comparing existing assets to independent demand, reallocating assets where appropriate, determining the current procurement action needed and taking appropriate steps to ensure proper and timely entry into the procurement system. Perform status reviews and follow-up to ensure timely delivery of assets to the customer. Interact with procurement representatives to resolve problems related to procurement requirements.
17. Analyze utilization and inventory levels to ensure accuracy, determine trends, and assess system effectiveness. Review requirements to stock materiel as well as usage trends to determine which items and quantities are to be stocked in inventory. Forecast material needs through analysis of prior usage information and estimate future needs based on anticipated business to ensure adequate inventory and stock levels. Review requirements for locally procured items with selected vendors to establish vendor stock level, and notify vendors to release materiel for delivery to Company inventory. Evaluate requests to stock special items and determine items and quantities to be stocked.
18. Act as liaison between organizations to resolve problems relating to the technical or administrative process of acquiring and receiving materiel.

19. Monitor and expedite the flow of requirements through materiel control (e.g., through receiving inspection and into inventory) to meet required lead times and need dates for critical hardware deliveries; assure resolution of problems that may delay processing of purchase requisitions to the buyer by maintaining close communications with affected departments (e.g., receiving, stocking).
20. Initiate procurement transactions and/or monitor the procurement process to ensure compliance to requirements; analyze documents for completeness of information, volume, lead time, and schedule requirements and make changes to ensure compliance to customer requirements and schedule. Approve purchase requisitions prepared for buying inventory and secure prompt resolution of discrepancies in documents.
21. Act as materiel liaison to resolve problems concerning control of inventory value, purchase of parts and materiel where solutions may involve accuracy or interpretation of requirements, substitution possibilities and classification of specifications. Screen and cross-reference materiel requirements for substitutes and/or availability from government or other sources as appropriate.
22. Control the return of mission critical repairable parts to vendors through regular follow-up with responsible personnel to ensure that purchase requisitions are written, purchase orders are placed and parts are directed to shipping.
23. Participate in the establishment and maintenance of operational procedures and techniques for conducting materiel audit and reconciliation programs by formulating detailed recommendations for changes. Ensure required reports are prepared and records of audit and reconciliation activities are maintained. May conduct process audits and analysis of materiel and equipment.
24. Develop background information to assist higher levels of management in developing various plans and carrying out special assignments as assigned by supervisor.

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25. Assist the Materiel organization in maintaining a comprehensive inventory records system (e.g., GOLD/Baan/SAP), investigate and reconcile discrepancies within the system in accordance with the Material Management Accountability System (MMAS). May assist in conducting physical audits of material and equipment in support of Property management or MMAS requirements. Act as preliminary liaison to identify problems involving inventory record accuracy. May support the audit of material records with affected organizations and assist in resolving discrepancies.
  26. Evaluate utilization and inventory levels of spares to ensure inventory record accuracy and support the spares provisioning process. Contact and coordinate requirements with identified Engineering and Materiel to support hardware identification and quantity requirements. Status with Procurement for delivery dates and disseminate information; perform periodic parts inventory reviews and data on usage trends in order to determine hardware, equipment, and component provisioning and spares inventory adjustment. Assist in resolving staging and shipping problems arising from misidentification of parts.
  27. Monitor and expedite the flow of spares requirements through receipt and delivery to meet required lead times and need dates for critical spares hardware deliveries. Assist in the resolution of problems that may delay processing of purchase requisitions.
  28. Coordinate with Procurement and Materiel staff for the return of spares to vendors through regular follow-up with responsible personnel to ensure that hardware is processed for shipping.
  29. Operates automated and manual reprographics equipment as required to fill reproduction orders and coordinates orders for supplies and maintenance requirements.
  30. Operates Company vehicles, PIT such as forklifts, lift trucks, pallet-jacks and other material handling equipment as required to perform assigned duties.

31. Determines size and type of crate, dimensions, kinds and sizes of wood and other materials used in fabrication of nonstandard and special shipping crates and boxes when such information is not specified. Interprets blueprints, sketches, specifications, patterns, etc., as required. Plans sequence of operations and methods of blocking, bracing and securing.
32. Marks or scribes trim and cutting lines for cutting to length, ripping to width, cutting ends as angles and for making cut-outs by taking measurements directly from items to be shipped or by making reference to blueprints and sketches for exact dimensions.
33. Fabricates domestic shipping crates and boxes for shipment of large, irregular shaped items such as fore and aft sections, which require deviation from standard procedures and when standard or stock size boxes and crates cannot be used. Builds special crating fixtures for shipping large items. Directs and performs the operation of blocking, tying down, padding, securing and bracing.
34. Determines supplies, consumables materials, and equipment needed and maintains adequate stock to perform fabrication of crates and boxes.
35. Maintains file of authorized Packaging Data Sheets and is responsible for packaging material, parts and equipment for storage and/or shipment in accordance with applicable Packaging Data Sheet.
36. May require HAZMAT 49CFR and IATA training for packaging and transport of dangerous goods, ordnance specific packaging and handling of ESD sensitive materials.
37. Responsibilities may include the use of hazardous materials and waste generated by operations occurring within the work area. Employee must maintain cognizance of all hazardous waste handling requirements.
38. Performs specialized support functions and special projects for Warehousing, Material Support, Inventory Management and Property Management related to the research, compilation, preparation, maintenance, control, and processing of audit information, Material trend data, reports, and metrics for status of progress, planning, forecasting, and/or budgetary purposes.



39. Assists in the oversight of Materiel procedures and in the control of master files and documents for record retention.

**The above classification and its job description is based on a combination of all of the heritage job classifications listed below, and by that reference includes all work previously performed as part of those classifications.**

Dispatcher- Materiel Services Launch Operations (Atlas)

Crater & Packer 1-CCAFS (Atlas)

Field Business Support Analyst (Delta)

Materiel Control Analyst (Atlas Grandfathered)

Production Quality Analyst (Atlas Grandfathered)

Field Support Associate (Delta)

Logistics Support Parts Analyst (Atlas Grandfathered)

Traffic Rate Clerk A (Atlas Grandfathered)

## **Aerospace Field Environmental Technician**

### **Basic Function**

This occupation requires identifying, labeling, transporting, storing, monitoring, and disposing of hazardous materials at the field site, as well as confirming or accepting shelf or life cycles, and distributing detail process materials. Also acts as a Haz Mat representative for United Launch Alliance to the Base Contractor (if required).

### **Principal Duties and Responsibilities**

Identify, accumulate, label, handle, transport, and store controlled and hazardous chemicals. Assure proper placement, segregation, and storage of on-site controlled and hazardous waste in accordance with applicable federal, state, local regulations and Company procedures. Work cross functionally with cognizant organizations to order, store, issue, and revalidate the shelf life of perishable detail process materials.

Note any signs of leaks, spills, or release of any hazardous or controlled substances and follow protocol as required by Company procedures. Ensure spill kits are available for areas subject to the greatest risk of spills. Replenish, and properly store used or expired emergency equipment, and verify that emergency response equipment and supplies are available to respond to contingency situations.

Prepare hazardous waste and ascertain that shipments are properly delivered for off-site disposal. Prepare instructions and data sheets concerning the properties and application of materials and or processes. Set up and operate laboratory analysis and testing equipment. Assist in the maintenance of complete and accurate logs, files, and records of the waste inventory, manifests and sampling/analysis results for the duration of the facility.

The person holding this position will be assigned the additional duty of Hazardous Waste Accumulation Site Contact, and will be trained to meet the requirements of 40 CFR 265.16. Must hold certifications necessary to meet the requirements of CFR 49 for the transportation and shipment of hazardous materials.

Requires the use of personal protective equipment to include, but not limited to, filtered respirators, SCAPE (Self Contained Atmospheric Protective Ensemble), portable air packs and splash suits.

The Accumulation Site Contact responsibilities include labeling and managing the waste in the facility, conducting required inspections, and maintaining the appropriate operating logs and records. The Accumulation Site Manager will ensure that the Accumulation Site Contact has knowledge of the current status of operation at the accumulation point.

This position requires initial RCRA Hazardous Waste training, within 6 months of assignment, with annual refresher training thereafter in hazardous waste management.

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## Aerospace Planner

### **Basic Function**

This occupation requires the analysis of engineering drawings, launch preparations procedures and other data in order to plan processes, assemblies, and installations utilizing several computer software programs and traditional hands on methods. The position requires coordination with engineering, manufacturing, operations, supply support and other affected departments to assure that work planning will comply with drawing revision requirements and specifications.

### **Principal Duties and Responsibilities**

Work requires the planning for assemblies (some major), installation and the fabrication of parts to determine the assembly and installation requirements such as sequence, tools, operations, processes, operational test checkout procedures, and countdown documentation adhering to specifications and policies such as interchangeability, replaceability, tests, master schedules, quality standards, and cost requirements.

Review and analyze released engineering change data and coordinate changes with engineering, quality, support, manufacturing, and planning personnel to track and ensure completion of change implementation activities. Review subcontractor statements of work for compliance with program requirements. Maintain electronic databases for document retention and audit.

Plan released engineering changes of product design to implement effect on delivered products. Updates modification records documenting completion of planning tasks.

Reviews and analyzes released engineering change data and coordinates changes with engineering, quality, support, manufacturing, and engineering data control activities.

Plan such typical units as machine part fabrication, normal sheet metal parts, electrical cable and system rack component repair and overhaul sections of any system such as electrical, hydraulic, liquid oxygen/hydrogen, pneumatic controls and air conditioning. Prepare work authority documents for engineering design and fabrication specification for the manufacturing operations, processes, parts and equipment to be used.

|

Develop, release, maintain, and log work authority documents to fabrication shop, launch vehicle processing area work control document load boards. Plan and review the launch vehicle assembly and test procedures for the input of launch site flight hardware and process installation requirements.

The computer software programs utilized by this classification include Windows Office Suite (Word, ACCESS, Excel, PowerPoint), Adobe Framemaker+SGML, Documentum (or equivalent Document Management System), and an Enterprise Resource Planning Software Program (such as BAAN, MRP, MACPAC, or another Company's electronic planning system), SAP and Visiprise.

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**APPENDIX D**

**LETTERS OF UNDERSTANDING**

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## LETTER OF UNDERSTANDING NO. 01

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

During the 2015 negotiations, the following understandings were reached:

- ULA recognizes the IAM as the exclusive representative of bargaining unit employees for the purposes of negotiating, wages, hours of work, benefits, and working conditions.
- ULA will train appropriate supervisors and engineers in the proper application of the CBA
- ULA Labor Relations / Human Resources will determine the proper interpretation of the CBA as was intended by the parties through negotiations with the IAM.
  - o Again, ULA supervisors and engineers responsible for interfacing with bargaining unit employees will not interpret the CBA but apply its intent as directed by Labor Relations / Human Resources and determined through the CBA negotiation process.
- ULA will not undermine the IAM with derogatory statements to bargaining unit employees and ULA will properly address these situations should they occur.
- Union officials and bargaining unit employees will be treated with dignity and respect and this is expected to be reciprocated.
- Changes and communications affecting bargaining unit employees will be discussed with appropriate Union representatives in a timely manner.
- The line of communication between Company representatives and Union officials will be constantly enhanced and improved.

- Every reasonable effort possible will be made to approve vacation requests and employees will be denied only for legitimate operational reasons and if denied will receive written notification of the reason for denial.
- The parties will meet periodically at mutually agreeable times and places during the life of the Agreement to discuss progress and problems in any of the above areas.

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

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## LETTER OF UNDERSTANDING NO. 02

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

Pursuant to our discussions on paragraph two (2) of Article 20 "Rights Of Management", Letter of Understanding No. 03 - Subcontracting of Maintenance Work, and Letter Of Understanding No. 04 - General Subcontracting of Work, the parties mutually agree to establish a Joint Subcontracting Review Committee at each site location with the intent to oversee and review the practices pertaining to the subcontract of work in those job classifications listed in Appendix A of the new Labor Agreement.

Each site committee shall consist of six (6) members, three (3) from the Union and three (3) from the Company. The Union's three appointees shall consist of the servicing Grand Lodge/Business Representative (or their designee), a designated Negotiating Committee member from that site, and a designated Union Steward from that site. The Company's three appointees shall consist of the Launch Operations or Production Director, the Engineering and Infrastructure or Subcontracts Director and the Human Resources Manager, or their designees.

Each site's committee shall meet monthly, unless both parties agree no meeting at their location is necessary that month, to review all subcontracting issues, including future proposals concerning bargaining unit work being contemplated for subcontract. Such future proposals must be submitted to this committee no less than sixty (60) days prior to final approval for subcontracting unless there is a situation which has occurred that would make the sixty (60) day notice impractical. In these situations, such proposals shall be submitted to the committee as soon as practical.

The purpose of these reviews shall be for the Union to have an opportunity to review the subcontract for cost comparison and/or discuss issues concerning the feasibility of retaining the work within the bargaining unit where it can be performed competitively within the time parameters needed for its performance. The Union may make proposals or recommendations that would make it more competitive to retain work rather than subcontract.

Should there be a dispute in this matter the issue(s) shall be forwarded to the Union's Aerospace Coordinator and the Company's Labor Relations Director for a review of the process. The final decision on the issue(s) should it reach this level will be the sole discretion of the Company's Director of Labor Relations.

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

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LETTER OF UNDERSTANDING NO. 03

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

The Company agrees that it will not subcontract maintenance work (as distinguished from new construction or major modification or rehabilitation work) to be performed on Company premises when the work operations involved have been normally performed by employees in the bargaining unit except in the following instances:

- A. Where peculiar skills or specified equipment are involved which are not available within the Company.
- B. Where short term or peculiar requirements necessitate the need for additional assistance because of an insufficient number of employees then available possessing the necessary maintenance skills to perform work operations within the time required.
- C. Where unusual or one-shot jobs are required which are not usually performed by the Company.
- D. Where the volume of work on any particular job precludes the possibility of its completion within the scheduled time limits.

Very truly yours.



Susan Moore  
Human Resources Director  
United Launch Alliance

## LETTER OF UNDERSTANDING NO. 04

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

Pursuant to our discussion the parties mutually agree to the following practice pertaining to the subcontract of work in those job classifications listed in Appendix A of the new Labor Agreement.

The management agrees that when work requirements indicate a need for subcontracting personnel on the premises, the following action will be taken prior to initiating a contract for such labor:

- A. Make every reasonable effort to recruit desired skills through the normal employment procedure.
  - (1) Recall qualified employees on active layoff status.
  - ~~(2) Upgrade qualified employees with approved upgrade request on file.~~
  - (32) Make reasonable effort to recruit qualified personnel, including notifying the President and Directing Business Representative or the authorized alternate, and solicit their ideas for locating qualified applicants.
- B. If these efforts fail to produce sufficient employees to perform the necessary work, the management agrees to notify in writing the President and Directing Business Representative or the authorized alternate of the Company's plan for staffing with subcontract labor, including approximate number of employees and approximate duration of assignment, before entering into an agreement with a subcontractor to perform work on the Company premises. Extensions beyond the Company's plan will be discussed with Union officials prior to extension.
- C. The Company will move as expeditiously as possible while it makes efforts to comply with paragraphs A. and B. of this LOU. However, while doing so, the Company shall have the right to temporarily subcontract in order to satisfy the work requirements that initially "indicate[d] a need for subcontracting personnel on the premises" once discussed with the Joint Subcontracting Review Committee.
- D. When overtime work is available, those qualified employees in the IAM bargaining unit will be given priority to work such overtime over subcontract personnel.
- ~~D~~E. By way of clarification, this letter does not apply to maintenance subcontracting, nor does it apply to or limit the Company's right with respect to the Decatur Operation to designate responsibilities of suppliers/subcontractors to include on-site deliveries, point of use deliveries, confirmation and testing.

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

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**LETTER OF UNDERSTANDING NO. 05**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Subject: ~~Special Retention Agreement~~

Dear Mr. Smith:

~~The parties have reached an understanding with respect to certain critical skills.~~

~~The terms and conditions of this Agreement will apply to launch site employees who possess or obtain the following critical skills:~~

- ~~— Non-Destructive Test/Non-Destructive Inspection~~
- ~~— Certified DOT Inspector/Diesel Repair~~
- ~~— Certified Weld Inspector as certified by the American Welding Society~~
- ~~— Gas Tungsten Arc Welding Certifications (GTAW)~~

~~The terms and conditions will also apply to the following critical skills or certifications at the Decatur Facility:~~

- ~~— Non-Destructive Test~~
- ~~— Friction Stir Weld Certification~~
- ~~— Variable Polarity Plasma Arc Welding Certifications (VPPAW)~~
- ~~— Gas Tungsten Arc Welding Certifications (GTAW)~~
- ~~— CNC Machining Certifications~~

~~The Company shall make a reasonable effort to fulfill operational requirements without retaining or recalling employees out of seniority order. The Company will provide the Union with the business rationale for the decision and layoff the affected employee(s) out of seniority order. If the Union disagrees with the decision, the matter may be escalated to arbitration and the sole issue to be determined by the arbitrator is if the business rationale is reasonable.~~



Susan Moore  
Director  
Finance

**LETTER OF UNDERSTANDING NO. 06**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

~~During the 2008 negotiations with regard to Article 8 of the Collective Bargaining Agreement, Hours of Work and Overtime, the Negotiating Committees of the Company and Union agreed that an employee would in no way be penalized for refusing to work overtime if working such overtime would cause the employee a hardship. It was further agreed that the term "hardship" refers to situations beyond the normal control of the employee such as illness in the family, religious reasons, having worked a number of consecutive Saturdays or Sundays in a row, or other unusual circumstances. It was also agreed that transportation problems, or other circumstances which are normally in the control of the employee will not be considered hardships.~~

~~The parties recognize that employees may encounter family care problems which cause a temporary hardship. When such situations occur, employees who provide advance notice to their supervisor and steward will be accommodated on a case-by-case basis until their individual problem is resolved. Human Resources and the Union will, as possible, assist employees with such problems. The Company will give employees with child care problems every consideration for accommodation in circumstances that are not normally in the control of the employee.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 07**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

This letter regards accident insurance coverage for missile or rocket accidents, and accidents arising in the course of development, testing or firing of fuel and fuel systems.

Dear Mr. Smith:

The death or dismemberment accident insurance benefit will be provided to employees employed as follows:

- ~~1. The amount of accidental death or dismemberment benefits will be paid in accordance with the terms of the insurance contract, in the amount of two times the employees' annual base pay, with a minimum of \$50,000 and a maximum of \$200,000.~~
- ~~2. Coverage will apply to loss of life or dismemberment due to a missile and/or rocket accident sustained while in the course of employment. A missile and/or rocket accident shall mean an accident occurring in the course of development, fueling, or firing of any missile or rocket, or in the course of development, testing, or firing of any fueling system or fuel used or intended for use in any missile or rocket, by any firing, misfiring, malfunction or explosion of any such missile, rocket, fueling system or fuel.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance



**LETTER OF UNDERSTANDING NO. 08**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

~~This agreement acknowledges that United Launch Alliance (ULA) has agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits Program of supplemental insurance benefits to its members through their designated agent. This service will begin as soon as practicable after the Company's adoption of a Human Resources Information System (HRIS)/Payroll system. Policy holder service will be provided by the underwriter and EBS, and members will have the opportunity annually to spend up to 15 minutes with an EBS counselor on premises during working hours.~~

~~It is understood that the Company is not the plan sponsor and is not responsible for plan administration, enrollment or communication.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 09**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

**MACHINISTS NON-PARTISAN POLITICAL LEAGUE (MNPL)**

Dear Mr. Smith:

During negotiations the parties discussed the possibility of IAM-represented employees having payroll deductions for contributions to the Machinists Non-Partisan Political League (MNPL). In light of those discussions, the Company and Union agree to the following:

1. Any employee represented by the IAM, as defined in Article 1 (Recognition) of the current collective bargaining Agreement who desires to make contributions to MNPL, must individually and voluntarily authorize the Company to make payroll deductions for such contributions.
2. Authorization for such payroll deductions must be in writing on an authorization card mutually agreed to between the Company and Union. Such authorization card must be on file in the Company's payroll section no less than seven (7) calendar days before deductions will begin.
3. With conditions under Items #1 and #2 above met, the Company will make a deduction weekly from the employee's wages for the purpose of contributing to MNPL.
4. All specified monies deducted from employees' wages will be forwarded on a monthly basis to the Treasurer of the Machinists Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, MD 20772. The monies will be forwarded as soon as reasonably possible after the end of each calendar month within which payroll deductions were made. Accompanying the monies will be a record showing employee name, employee number, social security number, and total amount contributed and so deducted.

- ~~5. Any employee wishing to discontinue payroll deductions for contributions to MNPL must so inform the Company in writing no less than thirty (30) days prior to the date he/she wishes the deductions to cease.~~
- ~~6. The Union will reimburse the Company for all costs and expenses related to the deduction, collection and transmittal of contributions to the fund. Said reimbursement shall be made on an annual basis.~~
- ~~7. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in complying with the provisions of this Memorandum of Agreement.~~

~~Very truly yours,~~



~~Susan Moore  
Human Resources Director  
United Launch Alliance~~

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**LETTER OF UNDERSTANDING NO. 10**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

~~This letter serves to confirm the understanding reached during the 2008 contract negotiations that allows for bargaining unit members to be eligible to receive individual cash, or cash equivalent recognition awards. It is agreed that the recipient, dollar amount and frequency of all such awards shall be at the discretion of the Company and will not be subject to the grievance procedure.~~

~~Upon request by the Union the Company will provide, on an annual basis, a summary of awards issued to members of the bargaining unit.~~

~~Guideline examples for award determination:~~

- ~~• Individual effort with impact to a program or organization~~
- ~~• Exceptional performance as a role model for others~~
- ~~• Team work excellence that has an impact on the operations~~

~~Either the Company or the Union may cancel this agreement by providing a 30-day advance written notice to the other party.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 11**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

~~This is to confirm our understanding that the Company shall be entitled to adopt such amendments or modifications to its benefit plans and coverages set forth and agreed upon in this Agreement, including its Appendices and Letters of Understanding, as may be appropriate to comply with the provisions of the Employee Retirement Income Security Act of 1974, the Affordable Care Act, and any amendments or regulations issued thereto.~~

~~Very truly yours,~~



~~Susan Moore  
Human Resources Director  
United Launch Alliance~~

**LETTER OF UNDERSTANDING NO. 12**

May 5, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Subject: ~~12/60 Rule — Launch Sites~~

Dear Mr. Smith:

~~United Launch Alliance, Launch Operations at Vandenberg Air Force Base and Cape Canaveral Air Force Station and the International Association of Machinists and Aerospace Workers have reached the following agreement and understanding:~~

- ~~1. The parties recognize their mutual obligation to comply with the Range Safety Requirements Document EWR 127-1, Paragraph 6.5.1.4.1 and related documents.~~
- ~~2. Should an employee be excluded from overtime due to the application of the work hour restrictions, they will be given a "B" (Bypass) per Section 8.08 D — Distribution of Overtime.~~
- ~~3. Employees not allowed to work part of their regular scheduled workweek at Company direction, due to the application of the 60-hour Range Safety limitation, will be compensated up to eight (8) hours per day at the appropriate straight time working rate for the lost hours.~~
- ~~4. Employees must work any hours available under 60, to be eligible for the straight time compensation indicated in item 3 above. (For example, at the close of business on a Thursday, an employee has 58 hours of work. He must report to work and complete the available 2 hours to be paid the 6 hours not worked due to the work hour restrictions. Vacation, PA, unpaid leave, etc. will not be allowed as a means to gain the non-worked pay hours.)~~
- ~~5. Any material change to the Air Force policy letter and related Range Safety Rules will result in discussions between the parties and require revision to this Letter of Understanding.~~



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 13**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

:

~~Subject: Decatur Employees Performing Salaried Work~~

~~The parties have reached an agreement that the following existing language will continue to be applicable to Decatur only.~~

~~Allowance for Company to Work Bargaining Unit Employees in Non-Bargaining Unit Positions.~~

~~(a) Subject to this Letter of Understanding, the Union and the Company agree that bargaining unit employees may temporarily be assigned to non-bargaining unit positions. It is understood that the intent of this Letter of Understanding is not to establish new bargaining unit jobs, nor is it the intent to allow non-bargaining unit employees to perform bargaining unit work.~~

~~(b) An employee temporarily assigned under this article will not leave the bargaining unit or his job classification and will continue to accrue seniority in accordance with Article 5. The time limit for these assignments will be a maximum of 90 calendar days. The assignment may be extended by written agreement of the parties; the Union, the Company and the employee. In the case of a surplus activity the Company will not use the temporary assignment as a reason for retention.~~

~~(c) Positions will be filled by volunteers from the affected department(s) in seniority order.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 14**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

~~Currently Decatur has no group leaders, but may consider implementing the group leader position at some time in the future.~~

~~In the event the Company decides to implement the group leader position, the Company will notify the Union and enter into discussions and negotiations on the implementation of this decision.~~

~~Very truly yours,~~



~~Susan Moore  
Human Resources Director  
United Launch Alliance~~



**LETTER OF UNDERSTANDING NO. 15**

May 4, 2015

Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Subject: ~~Grandfathered NES Benefits~~

Dear Mr. Smith:

~~The Grandfathered former Martin Marietta non-exempt employees, recognized on a one time basis in March, 1995, will have the three salaried benefits (pension, salary continuation, severance) maintained for the life of this Agreement.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

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**LETTER OF UNDERSTANDING NO. 16**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Dear Mr. Smith:

~~During the master negotiations of October 2008 we discussed those employees currently working on Delta program that are laid off from Atlas program.~~

~~The following employees are currently on lay-off from the Atlas program with recall rights, but were hired on the Delta program with new-hire seniority dates.~~

~~They will maintain their Union seniority date from their Delta program hire date. If, during their employment, their name should come up on the recall list they would regain their seniority from the heritage Atlas program seniority date listed below. For the purpose of Company benefits, excluding pension, they will be granted their original Atlas service date. The service date will be adjusted to remove the time they were laid off from Atlas and hired to Delta.~~

Name	Atlas Seniority Date	Delta Seniority Date
Michael Carpenter	08/13/2001	08/22/2008
Kevin Dimeco	03/09/1992	05/18/2007
Mike Grace	10/11/1989	06/01/2007
H. (Gene) Hawn	09/24/1990	06/29/2007
Scot Jaeger	04/07/1997	03/16/2007
Eugene Janste	01/29/1990	05/18/2007
Jay Maddock	11/17/1981	05/18/2007
Patrick Pacheco	08/02/1999	03/30/2007
Doug Postlethweight	03/23/1998	07/20/2007
Robert Reiser	03/04/1991	05/25/2007
Donald Stover	06/18/2001	08/01/2008
Jelfred Torres	03/23/1992	05/25/2007



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 17**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

~~Subject: Delta Vacation and Paid Absence Allowance Transition~~

Dear Mr. Smith:

~~Employees who have been under the Delta pay-in-lieu of vacation system, including sick leave, or the Decatur eligibility date accrual system for vacation pay, including sick leave, in 2008, will be credited on January 1, 2009 with vacation and paid absence allowance (sick leave) accrued beginning April 18, 2008 for Delta employees, or beginning after the 2008 eligibility date for Decatur employees, and thereafter these employees will accrue vacation and paid absence allowance as provided in Sections (1) and (2) above. These credited hours will be available for the employee to use as paid vacation and personal leave under the new Agreement.~~

~~For Delta employees with unpaid vacation hours accrued and banked prior to April 18, 2008, these hours will be carried forward and remain available for the employee to use as unpaid vacation.~~

~~Very truly yours,~~



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 18**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Re: ~~DECATUR AEROSPACE PREP STUDENTS~~

Dear Mr. Smith:

During the 2012 Agreement negotiations, the following understanding was reached:

- ~~1) The Union and the Company support initiating a comprehensive program for students enrolled in a curriculum leading to an associate degree in Aerospace or Manufacturing Technology or related curriculum at the Decatur, Alabama facilities. The purpose of this Letter of Understanding is to provide agreement between the Company and the Union concerning the onsite program for these college students.~~
- ~~2) The students' status will be as follows:
  - ~~a) During their assignment, students will assist with production work and/or production support under the guidance of one or more IAM-represented employees. Students will be assigned to a full time represented employee and will assist in a limited capacity only, with no tech buy-off capabilities.~~
  - ~~b) The cognizant IAM-represented employees and their supervisors may provide an evaluation regarding the students' performance/training.~~
  - ~~c) The students' work schedule will be Monday through Friday, on either first or second shift, not to exceed 8 hours per day or forty hours per week. Appointments are no longer than 1 (one) semester at a time, not to exceed 2 (two) years.~~
  - ~~d) Production will move students to a different production work group every 90 calendar days. Production Support will rotate students to a new area of responsibility every 90 calendar days.~~~~

- e) ~~Students will only be allowed to be assigned in the Decatur facilities as long as they are enrolled in the Aerospace Prep Student curriculum leading to an associate degree in Aerospace or Manufacturing Technology or related curriculum.~~
- f) ~~The maximum number of Aerospace Prep students within the Decatur facility will not exceed 3% (three percent) of the total Decatur Bargaining Unit. Aerospace Prep students will not be utilized in a job classification if there are employees from that job classification on active layoff.~~
- g) ~~The students will be paid at a rate not to exceed the minimum of the rate range of the classification they are working in. Students placed in the program will not be eligible for any benefits, including but not limited to, medical and dental coverage, vacation and sick leave credits, overtime, etc. as described in the Collective Bargaining Agreement.~~
- 3) ~~Any deviations from this Letter of Understanding (LOU) will be considered a violation unless mutually agreed upon.~~
- 4) ~~This LOU may be terminated at any time, by either party, with a 30-day written notice to the other party.~~

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

**LETTER OF UNDERSTANDING NO. 19**

May 4, 2015

Mr. Terry Smith  
IAM Aerospace Territory  
5400 Fursman Ave  
Fort Worth, TX 76114

Re: Hourly Employees who transferred from San Diego to Decatur

Dear Mr. Smith:

This is to confirm our understanding that for hourly employees who transferred from the ULA San Diego operations to ULA's Decatur Operations that the Company will amend its United Launch Alliance Pension Plan for Hourly Represented Employees (ULA Hourly Pension) to recognize the agreed upon pension monthly multiplier under this contract for the purposes of calculating the transferred employees accrued benefit earned under the Space Systems benefit formula, if they are on the active payroll or on a leave of absence at the time of increase. The Company will also amend the ULA Hourly Pension to recognize the agreed upon pension monthly multiplier amount less \$34.00 (thirty four dollars) when calculating the accrued benefit for GD service if they are on the active payroll or on a leave of absence at the time of increase.

For those transferred employees from the ULA San Diego operations to ULA's Decatur Operations, who are eligible for Retiree Medical under the ULA San Diego Hourly Retiree Medical program, upon their retirement, the Company will recognize any increase negotiated under this contract with regards to any employer contribution caps when calculating the employee share of the cost of retiree medical.

Very truly yours,



Susan Moore  
Human Resources Director  
United Launch Alliance

## APPENDIX E

### Drug Free Work Place

#### 1. Preamble

One of the objectives of a Drug Free Work Place policy is to help represented employees who are afflicted with alcoholism or drug dependency who wish to be rid of these problems. The keys to this effort will be the providing of education, assistance to the employees and their families, encouraging the employees to receive treatment as needed, fostering and encouraging an environment which is free of alcohol and drug abuse and deterrents to the abuse of alcohol and drugs.

The Parties agree that a safe, healthy, and productive work environment is essential for all employees, free from the effects of Drugs and Alcohol. Alert and rational behavior is required for the safe and adequate performance of job duties. The use of Drugs or Alcohol in the workplace may alter an employee's judgment or dexterity resulting in increased safety risks, employee injuries, and faulty decision-making. Reporting to work with illegal drugs or alcohol in the employee's system is prohibited. Furthermore, performing Company work while under the influence of Drugs or Alcohol is prohibited. This agreement does not apply to the lawful use of Drugs obtained under a valid medical prescription. The Company may report Drug related activities to government authorities.

Furthermore, the Company agrees to maintain a safe, healthy, and productive work environment for its employees and to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690), the DOD Directive for a Drug-Free Work Force, and federal, state, and local laws and regulations concerning violations of criminal drug statutes in the workplace.

Marijuana is a controlled substance as defined by 21 CFR §1308 and is considered an illegal drug under this policy, even if the employee has a prescription for medical marijuana usage under state law or if the use of marijuana is legal under state law. Should marijuana become legal under Federal law during the term of this Agreement, the parties will meet to discuss the impact.

#### 2. Definitions

The definitions of the following terms are for purposes of this Appendix.

Alcohol - The intoxicating agent in beverage alcohol, ethanol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Test(ing) - The process of collecting and testing donor breath samples to analyze for the presence of alcohol in accordance with the National Highway Traffic Safety Administration (NHTSA) procedures using an Evidential Breath Testing Device that is approved by the NHTSA. The established breath alcohol cut-off content percentage levels are:

- 0.019 and below is considered a negative test;
- 0.020 & above is considered a positive test when an employee is under corrective action, to include a Substance Abuse Recovery Plan, due to alcohol

use;

- 0.020 to 0.039 is considered a negative test in the absence of an alcohol related corrective action; and
- 0.040 & above is considered a positive test in all other circumstances

Compliance Notification Memo (CNM) - An agreement with an employee who has a positive Verified Test for Drugs, confirmed positive Alcohol Test result, or a refusal to test stating the terms and conditions of future employment with which the employee must comply. This memo describes the actions that must be followed. Failure to follow the memo will be cause for immediate dismissal.

Conviction - A finding of guilt in any U.S. court or any of the following pleas or dispositions: plea of “no contest” or “nolo contendere”; the imposition of a sentence; or any criminal charge disposed of via deferred adjudication, probation, or agreement of any kind where the conviction or sentence is withheld, suspended or discharged pending or upon the satisfaction of some condition (such as good behavior, community service, counseling, completion of a class, rehabilitation or other course of Treatment).

Designated Employer Representative (DER) - A designated individual performing as the drug free workplace focal responsible for a specific site that performs designated administrative tasks and actions associated with verified/confirmed positive test results.

Drugs - Controlled substances as defined by 21 CFR § 1308 or prescription medication used illegally (e.g., without a prescription or with a prescription but not used in accordance with the prescription).

Drug Test(ing) - The process of collecting and testing donor specimens to analyze for the presence of Drugs and drug metabolites in compliance with Company policy and government regulations. For the purposes of this program, the following Drugs and their metabolites are tested for by the Company: (1) Marijuana, (2) Opiates, (3) Cocaine, (4) Amphetamines, and (5) Phencyclidine (PCP). The cut-off levels will be consistent with Federal Department of Transportation protocols. For the purposes of this policy all Drug collection and testing must be in compliance with the following Federal Department of Transportation protocols:

- Initial Drug Test - The test used to differentiate a negative specimen from one that requires further testing for Drugs or drug metabolites.
- Confirmation Drug Test - A second analytical procedure performed on a specimen to identify and quantify the presence of a specific drug or drug metabolite.
- Confirmed Drug Test - A confirmation test result received by a Medical Review Officer from a Department of Health and Human Services certified laboratory.
- Verified Test - A drug test result from a Department of Health and Human Services certified laboratory that has undergone review and final determination by the Medical Review Officer.

Employee Assistance Program (EAP) - A program that provides employees with professional assistance when Drug or Alcohol abuse issues affect their lives.



Medical Professional - A Doctor of Medicine or Osteopathy, Registered Nurse, Licensed Practical Nurse, Physicians Assistant, or an Emergency Medical Technician.

Medical Review Officer (MRO) - A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by Company's Drug testing program and evaluating medical explanations for certain Drug test results.

Refusal to Test – Company Management's determination that an employee intentionally refused to take a Drug or Alcohol test, failed to appear for testing without reasonable cause, failed to fully cooperate in the testing, or displayed disruptive behavior during testing.

Serious Bodily Injury - ~~A bodily injury that requires hospitalization and involves unconsciousness, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member (excluding simple fractures of fingers, toes or nose), or organ.~~ Injury that involves a substantial risk of death, unconsciousness, extreme physical pain, disfigurement, amputation and/or loss of function of a body part or as determined by a medical professional.

Substance Abuse Recovery Plan (SARP) - A set of specific activities supporting the mandatory rehabilitation of an employee with a Drug or Alcohol abuse problem.

Treatment - A therapeutic residential or outpatient program for employees with Drug or Alcohol abuse problems.

### 3. Testing

a. New hire/Rehires

Verification of a negative Drug Test prior to the first day of employment is required of all new hires. Failure to successfully pass the Drug Test will result in an immediate revocation of the employment offer.

b. Recalls/Rehires

Verification of a negative Drug Test prior to the first day of employment is required of all rehires and recalls who have been separated from the Company for greater than six (6) months. Failure to successfully pass the Drug Test may result in termination of the employee's right to be recalled or an immediate revocation of the employment offer, and the employee will not be hired.

c. Reasonable Suspicion/For Cause Testing

The Company may require represented employees to submit to a Drug Test or Alcohol Test if Company Management has a reasonable suspicion that an employee may be under the influence of Drugs or Alcohol.

A Reasonable Suspicion/For Cause Test will be administered when an employee shows signs of impairment such as: Unusual difficulty in performing tasks; disorientated, unreasonably confrontational, or lethargic behavior; eyes are unexplainably excessively red, watery, inflamed, or dilated; the employee's gait is unsteady, deliberate, swaying, or weaving; the employee has an odor of alcohol or drugs; the employee's speech becomes thick, slurred, loud, hesitant,

fast, or slow; and/or the employee exhibits an unusual lack of ease or skill in physical movement.

- i. After an assessment of the employee, if the Medical Professional suspects that the employee is under the influence of Drugs or Alcohol, then the employee will be required as a term of continued employment to submit to the appropriate Drug Test and/or Alcohol Test.

In the event a Company location does not have a medical department, or has a medical department but is not staffed when the employee is escorted to it for evaluation, the decision to require the employee to submit to an alcohol and/or drug test shall be made by two Company representatives (management, HR, SHEA). One of these representatives will have received training in the methods of identifying employees who may be under the influence of alcohol and/or drugs.

- ii. Prior to Drug/Alcohol Testing, the employee will be notified that a Union steward can be immediately contacted. The decision to notify a Union steward will rest solely with the employee. If a Union steward is not present at the worksite, the testing will not be delayed, and the employee will be allowed to identify another employee to accompany him/her if so desired.
- iii. SHEA will arrange for the transportation of the employee(s) to the test site and away from the workplace when testing is complete. The employee(s) should be transported by the initiators of the test request, a Security representative or the employee's manager. The employee shall be escorted to the Collection Site for testing.
- iv. If an employee unreasonably fails to appear at the time and place designated by the Company or appears but fails to fully cooperate, comply, participate and complete a Drug Test or an Alcohol Test, such failure will be cause for immediate discharge from employment.

#### **4. Post-Accident (Drug and Alcohol Testing)**

- a. Post-accident testing is conducted when an employee's actions or inactions are deemed to have contributed to the cause of an accident involving:
  - i. A work-related accident that has occurred involving death, Serious Bodily Injury or significant property/environmental damage estimated at \$20,000 or more.
    - a. An initial post-accident review will be conducted immediately by the SHEA organization to determine individuals involved in the accident and will determine based upon their operational responsibilities during the accident if their actions/inactions were contributory to the death, Serious Bodily Injury or significant/environmental damage
- b. Prior to Drug/Alcohol Testing, the employee will be notified that a Union steward can be immediately notified. The decision to notify a Union steward will rest solely with the employee.
- c. A person that has been trained in post-accident criteria is required to initiate post-accident testing and must be a manager, or a SHEA representative.

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- d. The individual Company will follow these steps:
  - i. Determine if the incident meets the post-accident testing criteria above.
  - ii. Identify employees that were directly involved in the incident and arrange for testing.
  - iii. Arrange for post-accident testing to be conducted as soon as possible. The test should be completed within two (2) hours for alcohol testing and eight (8) hours for drug testing, unless it cannot be reasonably accomplished in this timeframe.
  - iv. SHEA or the initiator of the test will arrange for the transportation of the employee(s) to the test site and away from the workplace when testing is complete. The employee(s) should be transported by the initiator of the test request, a Security representative or the employee's manager. Employees who are impaired will be transported to their home.

## 5. Employee Status Pending Drug Test Results

- a. The employee will be placed on paid leave status from the time of the incident until the Company receives the results of a Reasonable Suspicion or a Post-accident Drug or Alcohol Test.
  - i. If the MRO confirms the Reasonable Suspicion or the Post-accident test is a positive Verified Test for Drugs or if the employee has a positive test for Alcohol, the employee's leave status will be converted to a Company-directed time off without pay as of the date of the Verified Test or positive test.
  - ii. If the Reasonable Suspicion or the Post-accident test results are negative, the employee will remain on paid leave until directed to return to work on a specific day by the Company.

## 6. Employee Assistance Program (EAP)

- a. Services
  - i. The EAP will provide limited professional rehabilitation assistance to employees experiencing Drug or Alcohol abuse problems.
  - ii. The EAP will facilitate the rehabilitation of employees experiencing Drug or Alcohol abuse problems by providing or specifying professional assessment, referral services, counseling, follow-up monitoring, or other programs.
  - iii. The EAP or its counselor(s) will advise the Company if the employee is or is not participating or complying with counseling and treatment. The EAP or its counselor(s) will advise the Company if the employee has completed counseling and treatment. The Company may require the employee as a condition of employment to sign a release relating to (b.) below enabling the Company to communicate and obtain information from the EAP.
- b. Required Participation

- i. Employees are required, as a condition of employment, to meet with an EAP counselor at the time and place designated by the Company under these following conditions:
  - A positive Verified Test result for Drugs
  - A confirmed positive Alcohol Test result of 0.040 and above
  - A confirmed positive Alcohol Test result of 0.020 and above when an employee is under corrective action, to include a Substance Abuse Recovery Plan, due to Alcohol or Drug use
  - A Refusal to Test
  - Pursuant to Section 8.c. of this Appendix
- ii. If an employee unreasonably fails to appear at the time and place designated by the Company or appears but fails to satisfactorily cooperate, comply, participate and complete a specified program with the EAP, its counselor, or a specified program such failure will be cause for immediate discharge from employment.
- c. Follow-up tests will be required of employees participating in a Substance Abuse Recovery Plan
  - i. Unannounced tests will be conducted for two (2) years of active payroll status following an employee's return to work or in accordance with DOT Title 49 for employees covered by that regulation.
  - ii. A negative Drug Test and Alcohol Test result is required on all tests as a condition of continued employment.
  - iii. A positive Verified Test for Drugs and/or a confirmed positive Alcohol Test result during the two year will be cause for immediate discharge from employment.
- d. Other testing, as required by the federal government will be conducted under the applicable terms and conditions. The Union will be notified of such requirements prior to such testing.

## **7. Drug-Free Workplace, DFW, Program**

The Company will maintain an ongoing drug-free awareness program for all employees, and may assist employees who request help because of Drug or Alcohol dependency problems, including confidential counseling and conditional rehabilitation. The program will include the following components:

- a. A Drug & Alcohol-free awareness program for all employees, including an EAP. The program will provide for self-referrals and supervisory referrals for Treatment of employees with Drug or Alcohol dependency problems.
- b. Training to help supervisors identify and address employee Drug or Alcohol dependency or abuse problems.

- c. A testing program for new hires, rehires, and recalled employees. Consent agreements and other documentation associated with such testing must comply with state and local laws and regulations.

## **8. Conviction under a Criminal Drug or Alcohol Statute**

- a. An employee who has a Conviction under any criminal Drug or Alcohol statute must notify the employee's security officer in writing no later than five (5) days after such Conviction. Failure to do so will be cause for immediate discharge from employment.
- b. Within 10 days after receiving notice from the employee or otherwise receiving actual notice of a Conviction, the security function will determine whether notification to a customer or the government is necessary and, if it is, ensure that the appropriate contracting officer or representative is notified in compliance with the requirements of the Drug-Free Workplace Act of 1988.
- c. A misdemeanor Conviction under any criminal Drug or Alcohol statute will be treated and addressed by the Company as a positive Drug Test or Alcohol Test under this Policy. Within 30 days after receiving notice of the Conviction, the Company will take appropriate action with respect to the employee in accordance with this Policy and any other applicable law. Such employees, as a condition of continued employment, must comply with the requirements of this Policy. If an employee is incarcerated or otherwise cannot report to work as the result of a Conviction under any criminal Drug or Alcohol statute, such incarceration or failure to report to work will be cause for immediate discharge from employment. If an employee has a felony Conviction under any criminal Drug or Alcohol statute, then such felony Conviction will be cause for immediate discharge.

## **9. Prescription Drugs**

- a. Employees taking prescription drugs shall consult with their prescribing Medical Professional to determine whether the prescribed drug has any side effects that might impair job performance or work place safety. If the answer is yes, then the employee will provide a statement from his or her prescribing Medical Professional indicating any work restrictions and their duration to the Company medical department.

## **10. Violations**

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including discharge. It is also agreed that the application of this Appendix is subject to the grievance procedure.

## COMPLIANCE NOTIFICATION MEMO

I, the undersigned (hereafter "Employee"), agree to the terms of this Compliance Notification Memo ("CNM").

1. Employee is required to contact the Employee Assistance Program (EAP) within 24 hours of signing this CNM and to comply with EAP's direction. Employee agrees that Employee has been provided with the EAP contact phone number.

2. Employee shall satisfactorily participate in, comply with, and complete the required Substance Abuse Recovery Plan, treatment plan, training plan, and / or any other program specified by the EAP or its counselor, and any amendments to a program as specified by the EAP or its counselor. The EAP or its counselor shall have sole discretion to determine if Employee has satisfactorily participated in, complied with and completed the required program(s). Any failure by Employee to cooperate with EAP or its counselors will be deemed a failure to participate in the EAP specified program. Employee shall continue in any program specified by the EAP or its counselor until such time as the EAP or its counselor determines that Employee's participation is no longer necessary. Employee's cooperation with Company's personnel and functions administering and monitoring any EAP specified program is required.

3. Employee's failure to timely and fully comply with the terms of this CNM or Employee's failure to satisfactorily cooperate, participate in, comply with or complete the program(s) specified by EAP or its counselor (as determined at the sole discretion of EAP or its counselor), shall constitute sufficient cause to immediately terminate Employee's employment with ULA.

4. Employee agrees that Employee has been on Company-directed time off without pay beginning\_\_\_\_\_. Employee agrees that Employee shall remain on unpaid leave until such time as EAP or its counselor clears Employee to return to work. Before Employee can return to work, Employee shall undergo a return to duty drug and/or alcohol test as directed by the Company. If Employee returns to work, Employee will be subject to a Substance Abuse Recovery Plan which, among other things, requires unannounced follow-up drug and alcohol testing for a two year period or in accordance with DOT Title 49 for employees covered by that regulation that will begin when the return to duty drug and alcohol negative test results are reported to the Company. A verified positive drug test result, a confirmed alcohol test result or a refusal to test determination on the return to duty test(s) or on any test during the unannounced follow-up testing period will be sufficient cause for Employee's immediate termination from employment. An interruption in Employee's active employment status because of EAP treatment, layoff, resignation, leave of absence, or any other reason will extend the two year period by the duration of the interruption.

5. Employee acknowledges that EAP, its counselor(s), medical personnel, or other personnel involved in monitoring Employee's participation in, compliance with and completion of the EPA required program(s) will be obligated to report to the Company information about any failure by Employee to satisfactorily participate in, comply with and complete the required program(s). Employee agrees to sign a release enabling the Company to communicate and obtain information from the EAP.

6. This CNM is effective for two years following Employee's return to work. Employee's strict compliance with the terms of this CNM is a condition of continued employment with the Company. An interruption in Employee's active employment status because of EAP treatment, layoff, resignation, leave of absence, or any other reason will extend the two year term of this CNM by the duration of the interruption.

Employee is a member of the Collective Bargaining Unit.

Employee REQUESTS / DOES NOT REQUEST (circle one) Union involvement in this matter at this time.

<b>Acknowledgement by Employee</b>		
I have received, read and agreed to the above:		
Printed Name of Employee	Signature of Employee	Date
<b>Acknowledgement by Union Representative</b>		
Printed Name of Union Representative	Signature of Union Representative	Date
<b>Acknowledgement by Company</b>		
Printed Name of Human Resources	Signature of Human Resources	Date



## APPENDIX F

### GLOSSARY OF TERMS

The following precepts and principles shall govern the application and administration of these job descriptions and job evaluations in order to attain the following objectives:

- A. To assure orderly, uniform and consistent application of the job descriptions;
- B. To prescribe the assignment of employees to appropriate job classifications on the basis of the work they perform; and
- C. To govern the resolution of disputes involving employees' job classifications.

Now, therefore, it is understood and hereby established:

- (1) The Basic Function is a brief description of the occupation the purpose of which is to distinguish that occupation from other occupations.
- (2) The Principal Duties and Responsibilities section of the job description sets forth typical and normal work operations of the classification. These work operations are characteristic of the level of difficulty, and constitute normal requirements of the job.
- (3) The job description defines and illustrates the level of difficulty and shall be interpreted and applied in its entirety as a composite of the job requirements. In determining the proper classification for an individual employee, the Basic Function, Principal Duties and Responsibilities section, and job evaluation shall be the controlling consideration. However, an employee shall not be required to perform all of the work operations described in a job description in order to be eligible for classification thereunder. An employee shall not be eligible for classification by reason of occasionally performing work operations described in a job description.

- (4) Where work assignments are not adequately nor specifically described, such work assignments shall be appraised and accordingly classified as belonging under the most appropriate job description, by considering the relative degree of complexity or level of difficulty of said work assignments in comparison with comparable work operations described in other job descriptions. The job evaluation (including the Training and Experience requirements) shall be used as additional criteria to establish such comparability.
- (5) An employee shall be entitled to classification under a job description when regularly assigned to perform work operations which meet the specifications described in Paragraph (3) and supplemented by other paragraphs herein for a substantial portion of the employee's working time.
- (6) An employee normally performs some of the work of higher-rated jobs in order to qualify for advancement and some of the work of lower-rated jobs when necessary. The normal duties of any employee include assistance to others and some of the work of related jobs when necessary.
- (7) The requirements of a classification include, as necessary, the use of hand and power tools and special shop equipment to facilitate the work assignment, and modification, rework, repair, or improvising production aids or tooling of the same level of difficulty as other work described in the job description.
- (8) An employee shall receive only that degree or amount of guidance or instruction which is considered usual and normal for the work assignment.
- (9) When a work operation is described in the same manner in more than one grade of an occupation (job classification) or in different occupations such work operation or function shall not be used to determine the proper classification of an employee.
- (10) The attached "Glossary" shall be used to establish the definitions and meanings of certain words and phrases used in the job descriptions and Precepts and Principles herein; for all other definitions and meanings of words used in the job description, Webster's Dictionary shall be used. These Precepts and Principles shall be used to interpret the intent of any job description and shall be followed when job descriptions are revised and added to the Plan.

## **GLOSSARY OF TERMS**

The following terms and words are given definition and meaning to clearly indicate the common and consistent interpretation to be placed on them by all persons using the descriptions:

1. **Adapt Tooling** - Means to modify, alter or change furnished tooling to fit it for a specific need without altering its basic design.
2. **Airfoil Surface** - Any surface such as airplane wing, aileron or rudder, designed to obtain reaction from the air through which it moves. (Fuselage not an airfoil surface.)
3. **Angle, Compound** - Means the angle between the two non-coinciding sides of two oblique angles which are in different planes and have a vertex and one side in common. Making a compound angle usually presents a coordinating tolerance problem since it results from the holding within tolerances of two adjoining component angles. After the compound angle is formed, its measurement with protractor, square or sine bar is exactly the same as for any other angle and no more difficult.
4. **As Directed** - Means that determinations connected with the work operation described are usually and normally made by others and are given or made known to the worker directly concerned with the assignment. Use of this term does not mean that the details and determinations involved need be repeated each time an identical or very similar work assignment is made or work operation performed, nor does it preclude use of independent judgment by the worker.
5. **As Required** - Means that the work operation function or job duty is usually and normally performed after, or as a direct result of an order, work assignment or request from recognized supervisory personnel and/or has been used in some instances to mean an occasional or incidental job requirement. The intended meaning is evident from the nature of the job duty described.
6. **Assembly Jigs** - Are those which facilitate holding and aligning a set of parts for fabrication or assembly operations.
7. **Assists, Assists "A" (and/or "B")** - Means to help or aid other employees in the performance of certain work where the higher graded employee has the

- responsibility and where the assistance consists of performing certain portions of the assigned work either in direct coordination or carrying out details of the total assignment under the direct guidance of the higher graded employee. The worker assisted is held responsible for satisfactory completion of such work assignment. The assisting worker is not expected to work wholly independently but rather cooperatively and, further, is entitled to and should receive the guidance and instruction considered usual and normal under such circumstances.
8. **Blueprints, Detail** - Are any class of blueprints which give necessary detailed information for fabricating one or more parts.
  9. **Blueprints, Detail Assembly** - Are blueprints which provide information for assembling parts together with the necessary information for making some or all of the individual parts.
  10. **Blueprints, Detail Parts** - Are blueprints which give the necessary information for making one part in any required number, all of which must be interchangeable.
  11. **Blueprints, Major Assembly and Installations** - Are blueprints which provide information for the installation and/or assembly of fabricated and accessory parts into the airplane during final assembly and for the construction of such major assemblies as fuselage, wing, empennage and engine control stand.
  12. **Blueprints, Minor Assembly** - Are blueprints which furnish the worker with information for assembling a number of parts; these blueprints frequently also serve to give information for routing the component parts into the assembly departments.
  13. **Capacity** - As used with regard to the operation of machine tools and fabrication machines, means the full utilization of the particular category of tools and equipment specified in accordance with custom and current operating and maintenance practices throughout the plant. It is recognized that the above will not necessarily include every machining or fabrication operation for which any particular type of equipment was designed by the machine tool or fabrication machine manufacturer.
  14. **Check, Functional** - Means to determine or ascertain whether a major unit or portion of a system performs the function for which it is intended and, if not,

- whether rework or alteration is required. Checks of this nature include checking lines for leaks, making buzzer, bell or other continuity checks and checking response to controls as on landing gears, control surfaces, engine controls, radio auxiliary power units, bomb doors and bomb releases.
15. **Check, Operational** - Means making a complete check of an entire, completed, independent system and always takes place on a completely installed system. Examples include the complete electrical system, hydraulic system, rigging of all surface controls and rigging of all engine controls. It implies as necessary a thorough knowledge of the shop theory involved.
  16. **Check, Visual** - Means detecting with the naked eye, or with such aids as mirrors, obvious defects and imperfections; its use implies sufficient knowledge and familiarity on the part of the worker to make the required identification. Such check would uncover incomplete assembly (missing parts or operations), visible surface cracks, badly driven rivets and similar conditions.
  17. **Contour** - Means a curved surface having radii of different lengths all of which lie in parallel planes or the same plane, such planes being perpendicular to the curved surface, or means a curved line having radii of different lengths all of which are in the same plane. The surface of a cone or section thereon, a typical airfoil surface, the curved edge of a profile plate and the curved layout line guiding the making of a router block are examples. Contour surfaces composed of sections of cylinders and edges whose profile is a section of a circle are excluded since the radii are the same length.
  18. **Contour, Complex** - Means a curved surface of unusual intricacy and variability.
  19. **Contour, Compound** - Means a curved surface having radii of different lengths which lie in nonparallel planes. Compound contours are typical of stretch press and drop hammer dies. The surface of a sphere or section thereon would be a regular, compound contour and, in general, was meant to be excluded.
  20. **Contour, Reverse** - Means a compound contour that reverses its curvature so that it has both concave and convex portions.
  21. **Coordinated Tolerances, Coordinated Dimensions** - These expressions are used only when exacting tolerances are implied: i.e., exacting tolerances are to be

associated always with “coordinated dimensions,” “coordinated tolerances” unless modified expressly. It should be understood that the mere location of a point by two or more reference dimensions does not, in itself, mean that the dimensions themselves are coordinate. An example of truly coordinated dimensions is shown in the following: the precision dimensions between two holes must be held while at the same time the precision dimensions locating each of the holes must also be held with respect to another reference point or line.

22. **Developmental Parts** - Are parts which are intended for use on experimental or developmental airplanes (i.e., one of a few airplanes designated as being actually or potentially subject to major modification or change). These are usually produced singly or in small lots using standard tooling, improvised tooling or newly constructed production tooling. Its use in a job description does not imply a restricted level of difficulty unless such intention is clearly and specifically indicated.
23. **Draw, Deep** - Means the relation of depth of draw to its other dimensions in such that it is distinguished from moderate or shallow draws by custom.
24. **Draw, Drawing** - Means the forming of sheet metal or other material by pressing it into a die while at the same time retarding movement of the metal into the die by mechanical holding as with draw rings.
25. **Experimental Parts** - Are parts which are intended for use on experimental or developmental airplanes. These are usually produced singly or in small lots using standard tooling, improvised tooling or newly constructed production tooling. Its use in a job description does not imply a restricted level of difficulty unless such intention is clearly and specifically indicated.

26. **Experimental Work, Development Work (Does)** - Means to experiment with the process or operation (assembly and/or fabrication) in order to develop new or improved methods, or means to build or make new assemblies and installations where exercise of a thorough knowledge of the shop theory involved is necessary, and further is a recognizably difficult assignment which is characterized by requiring ingenuity (skill in devising) and originality (creative in doing) to accomplish the assignment satisfactorily. It does not include work done by a usual or established manner, process or operation on a part even when such part will later be used on an experimental or prototype airplane.
27. **Fabricates Completely** - Means to perform all necessary fabrication operations required to produce a finished article ready for use in an assembly, airplane or the plant.
28. **Fabrication, Fabricates** - Means work operations on raw materials and partially manufactured parts which increase its or their value and utility.
29. **Hand Tools** - These include hand tools normally used by the workers in the performance of the occupation, such as files, rasps, deburring tools, chisels, saws, hand drills, screw drivers, pliers, wrenches, hammers, mallets and punches.
30. **Hand Tools, Machinists'** - No definite distinction is implied by prefixing "Machinists" to "Hand Tools." Use of this or other trade names as Carpenters', Instrument Makers', Electricians' and Masons' does not imply a strict limitation on hand tools used: e.g., wire cutters (Electricians') might be used by a Mason laying out wire reinforced brick, or tin snips (Sheet Metal Workers') by a Carpenter to cut a square of sheet metal to cover a knot hole.
31. **Holding Fixtures** - Refers to tooling designed to hold the work so that machining, installation, assembly or layout operations are facilitated.
32. **Holding Fixtures, Production** - Are those designed to hold or align one part or one assembly. Holding jigs are included in this class.
33. **Holding Fixtures, Standard** - Are those which can be used on a wide variety of parts and which are usually found in all well-equipped shops of similar nature. They are a portion of the Standard Tooling category concerned principally with holding the work.

34. **Improvises and Adapts Standard Tooling** - Means to use standard tooling (see definition) in order to secure and align part or otherwise aid or expedite fabrication. It implies that exercise of skill and ingenuity is required and the problems involved are not solved by standard or simple means.
35. **Improvise Temporary Tooling** - See "Improvise Tooling." Means, in addition, that the tooling is intended for temporary use only and is made or adapted from equipment, material and tooling on hand.
36. **Improvise Tooling** - Means that a worker, to accomplish a given task, recognizes the need for and exercises ingenuity and skill to create a mechanical aid which will permit doing the work with greater exactness, rapidity and/or facility. The fact that tooling is improvised need not affect the classification since it might be simple or complex, necessary or unnecessary, authorized or unauthorized.
37. **Layout (n), Lays Out (v)** - Means the actual marking of locating and/or reference points and lines on the material, part, tool or assembly worked on. Layout in itself does not imply a high level of difficulty or skill since it can be a simple operation such as measuring a length on a piece of lumber and marking a line or point at which it is to be sawed, marking lines on pavement with a chalk line preparatory to painting, or scribing around a finished template laid on flat stock. On the other hand, layout can be a difficult work operation which requires much skill, knowledge and experience to make the necessary computations, part setup, precise complex die or casting requiring layout to establish locations for coordinated hole patterns, compound angles and/or irregular contours.
38. **Layout, Progressive** - Is the layout for a machining or other fabrication operation which is continued (or completed) after the fabrication operation has been performed. Progressive layout is often necessary when initial machining operations would remove scribed reference marks for subsequent operations, or is advantageous when the machining operation produces a good reference plane or point for further layout operations.
39. **Layout of Part** - Means the marking of points and lines which will determine the exact nature and dimensions of the part after machining or fabrication operations have been performed. Layout of this nature is an integral and necessary step in the fabrication of the part.



40. **Layout of Reference Lines and Points** - Means the marking of points and lines to aid or guide the worker in performing a given operation. It often indicates points and lines from which precision measurements will be taken although the points and lines themselves need not have been located exactly. Layout of this nature is often optional rather than necessary as the purpose can reduce the number of measurements, limit gross errors or to permit working to closer than specified tolerances.
41. **Manufacturing Outline Sheets** - These sheets or cards furnish all or some of the following information: the order or sequence in which operations are to be performed, the tools to be used, the production tooling available and its tooling identification number, machine feeds and speeds and special manufacturing instructions, if any. This refers to operation sequence sheets, process sheets, operational sheets or cards, manufacturing operation cards and other written information furnished the operator of the same nature and for the same use and purpose.
42. **May** - The word “may” preceding any sentence in the Principal Duties and Responsibilities section of the job description shall indicate work operations which are not necessarily performed in all the departments in which the job classification is found or occasional duties performed only a portion of an employee’s time, or work operations which are incidental to other work described. Work operations, when preceded by the word “may” shall not indicate a job requirement in order to be upgraded to the job classification.
43. **Production Aids** - Are devices initiated voluntarily and made by the worker to facilitate work operations, increase production or reduce elements of fatigue or strain. Such devices are usually simple but ingenious in nature.
44. **Production Illustrations** - Are blueprints or sketches which are used as an aid in visualizing parts and/or their assembly and are usually isometric, perspective, pictorial or third angle projection drawings. Blueprint dimensions might be shown also.

45. **Pickup Work, Pickup** - Means the performance out of usual or normal sequence work operations which have been omitted by intention or of necessity (as part shortage or rushed schedule) or by oversight (as failure to drill a hole, make a cutout or install a part). Pickup work does not, of itself, establish a high or higher level of difficulty since the work done out of sequence is very often of the same difficulty or within the same level of difficulty as when done in sequence. Therefore, the level of difficulty intended is to be determined from the composite job description and compared with the actual pickup work in question.
46. **Repair** - Means to restore a part or assembly to its original state or utility after it has been damaged by accident or by wear. It does not have the same meaning as "rework."
47. **Rework** - Means to undo and then do over work previously accomplished (normally by others) in order to correct errors or make it conform to changed specifications. Rework can be simple or difficult according to its nature and variety; therefore, the level of difficulty intended is to be determined from the composite job description. (See "Repair.")
48. **Setup (n), Sets Up (v)** - Is a broad term which becomes a specific only according to its usage and application to machines and/or operations concerned. It includes the various necessary physical work operations or steps (other than layout) which must be accomplished before actual fabrication can proceed. Setup of a machine might include securing material to machine bed at the proper angle for cutting, selecting, aligning and setting cutting tool, setting speeds and feeds, adjusting coolant flow or perhaps oiling the machine itself. In most assembly operations, setup (e.g., positioning parts, obtaining parts) is so closely intermingled with fitting and joining together that setup is not customarily designated as such. This is generally true of operations where machine operation is not the primary job factor.

49. **Shop Practice** - Means the generally accepted method of performing a basic, common or usual operation under specified conditions. It covers the knowledge which is common to the classification itself. Besides knowledge and ability to use required hand tools and equipment, it includes knowledge of general safety practices, conduct, rules of cleanliness, neatness, good housekeeping and care of equipment. When used, "Shop Practice" need not imply other than practice or methods learned or acquired at this shop.
50. **Shop Procedure** - Means the way custom and management of the particular Company require, wish or specify the work be performed. It includes the departmental and Company rules, procedures and policies made known to the employee for his information and expected compliance. It covers or implies having sufficient knowledge of organization, management, and physical details of the Company to perform satisfactorily the required work in a generally harmonious manner.
51. **Shop Theory** - Means the comprehensive craft knowledge and special skills associated with the particular trade and related trades without which advanced work of high quality, quantity or uniformity may not be performed. A thorough knowledge of shop theory is considered necessary to accomplish the more difficult and diversified work of an occupation and includes a real understanding of the capacities as well as limitations of the machines and skills used in the trade. It implies a knowledge of "why" as well as "how" a given task should be done. It is acquired by a combination of observation, experience and schooling.
52. **Standard in Design** - Means that construction and purpose are common to the Company or shop. It implies that lower level of difficulty is involved than when "not standard in design" is used.
53. **Tend** - Means that an automatic or almost automatic function is taking place which requires little or no direct control by the worker. To "tend" a machine would include watching its operation after the setup has been made (usually by others), periodically checking work produced, starting and stopping, leading material in machine, removing finished part, making minor adjustments to machine which do not involve extensive knowledge of setup and notifying proper personnel when machine or part trouble develops.

54. **Tolerances, Close** - Means those tolerances which are held by the machine, operator and/or fixture without great or special care, effort or skill on the part of the worker. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.
55. **Tolerances, Exacting** - Means those tolerances which require special care and attention on the part of a skilled worker to obtain or hold. These tolerances would be difficult, if not impossible, for a semi-skilled or unskilled worker to hold consistently at a good production rate. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.
56. **Tolerances, Liberal** - Means those tolerances which are left to the judgment of the worker and are of such nature that variation by the worker will not result in appreciable spoilage, damage or uneconomic operation. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurement.
57. **Tolerances, Moderate** - Means those tolerances which must be observed to maintain proper standards of workmanship or economy, but which require only reasonable care or skill to hold. This term expresses a level of difficulty rather than a preciseness of linear, angular or other measurements.
58. **Tooling, Production** - Is specially designed tooling to facilitate production operations on any number of same or similar parts. This type of tooling is developed to hold regular and irregular shaped parts in proper machining position and to minimize or eliminate setup and layout. This is a general term usually associated with machining operations on lot or mass production parts and assemblies.

59. **Tooling, Standard** - Means those tools or tooling used on the same or different types of machines or operations, principally in making a setup for either layout or machining and occasionally for bench or assembly work and which further are found commonly in nearly all shops and industries performing similar operations. In the machine shop it would include V-blocks, parallel bars, angle plates, chucks, collets, machine vises, a wide variety of clamps, bolts, locks and wedges. In bench or assembly work, it would include surface plates, table vises and various common attachments used on portable and stationary tools to permit holding the work or increasing the scope of the tool.
60. **Training and Experience** - Training refers to time to acquire skill through instruction, demonstration and controlled or practice operation. Experience refers to time to acquire skill through actual performance of the work itself or of pertinent elements of closely related work. Training does not include schooling or formal training in reading, writing or simple arithmetic since this is basic for all aircraft occupations. More advanced formal training which would substitute directly for job techniques normally acquired by actual experience on the job such as shop algebra, shop geometry, shop trigonometry, blueprint reading, lofting practice and technical trade knowledge can be counted as equivalent training and experience in the case of an individual worker.
61. **Unusually and Irregularly Shaped** - Means that the parts deviate sufficiently from usual and standard parts as to require exercise of ingenuity and original thinking to properly and satisfactorily fabricate them.
62. **Variable** - Means a different degree or form of the same kind of thing.
63. **When Required** - Means that the work operation, function or job duty is usually and normally performed after or as a direct result of an order or request from recognized supervisory personnel and/or means that it is required or necessary only rarely or when exceptional circumstances exist.
64. **License Requirements** - Means that where an employee is required by local, State or Federal law to possess a license and/or certificate to perform required job duties, the said local, State or Federal law shall supersede the requirements expressed in Company Job Description. Responsibility for obtaining said license or certificate shall rest with the individual performing such job duties.

## **ELECTRICAL / ELECTRONIC AND INSTRUMENT TERMS AND DEFINITIONS**

65. **COMPONENT**

Items normally not subject to disassembly, such as

Relay	Jacks
Tub	Cavity
Condenser or Capacitor	Magnitron
Resistor	Klystron
Socket	Synchro
Plug or Receptacle	Crystal
Fuse	Transformer
Switch	Diode
Knob or Dial	Transistor
Panel Light	Coil

66. **SUB UNIT**

A group of components which, when combined, may or may not perform a function in its own right and which, as a whole, is a separable part of a unit, such as

Plug in Amplifier	Compensator (Altitude, Airspeed, etc.)
Signal Data Converter	Microphone
Dynamotor	Meter
Relay Assembly	Gyro
Range Generator	Wire Harness
Voltage Regulator	Phase Discriminator
Pulse Shaper	Cable Assembly
Memory Delay Line	

67. **UNIT**

An electronic assembly which is functionally complete in itself in that it contains a variety of components and/or sub-units commonly referred to as "Black Boxes", such as

Radar Receiver-Transmitter (R-T Unit)	Position Mark Generator
Radar Antenna	Computer Central
Radar Modulator	Coupler, Antenna
Comparator	Radar Central
Synchronizer	Amplidyne
Power Supply	Radar Indicator
Moving Target Indicator (MTI)	Wire Recorder

68. **SUB-SYSTEM**

An aircraft or missile system which may be, but normally is not, operationally complete in itself, such as

Auto-Tune Liaison MHF Transceiver (ARC-21, 618S-1)	Radar Flight Control System
Radar Beacon (APW-11)	Data Link System
Radar Altimeter (APN-22)	Computer System
Omni Range (ARN-14, ARN-18)	Missile Guidance System
Auto-Tune VHF Transceiver (ARC-27)	Flux Gate Compass (N-1)
Loran (APN-70)	Telemetry System

69. **SINGLE-PURPOSE SYSTEM**

An aircraft or missile system of moderate complexity which serves an independent purpose, such as

Aircraft Inter-Com set (AIC-10)	Pressurization Control System (MK-62)
Ground Position Indicator (APA-90)	Emergency Keyer (ARA-26)
I.F.F. System	Flare Control System
Homing Adapter System (ARA-25)	Automatic Detonator System
Marker Beacon System (ARN-12)	Aircraft Autopilot System
Radio Compass (ARN-6)	

70. **SYSTEM-MAJOR**

A complete complex major electronic aircraft or missile system, such as

Automatic Navigation System	Universal Camera Control Systems
Computing Bombing and Navigation System	Missile Guidance System
Computing Fire Control and Navigation Systems	Telemetry Systems

71. **EST INSTRUMENTS**

Special electronic instruments or equipment, such as

Multimeter  
Oscilloscope  
Audio Signal Generator  
R. F. Signal Generator  
Range Calibrator  
Volt-Ohm Meter  
Oscillosynchroscope  
Ammeter  
Volt Meter  
Standard Cell  
Bridge  
Precision Potentiometer  
Timer

Decade Box  
Square Wave  
Generator  
Frequency Meter  
Decade Frequency  
Counter  
Eput Meter  
Harness Tester  
Tube Tester  
Circuit Analyzer  
Timer

72. **SMALL GUIDED MISSILE**

A short range defensive type missile.

73. **LARGE GUIDED MISSILE**

A long range offensive type missile.



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