

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BAE SYSTEMS CONTROLS, INC

AND THE

**INTERNATIONAL ASSOCIATION
OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO
DISTRICT LODGE 751**



AT

SEATTLE, WA

Effective dates

AUGUST 30, 2022 through AUGUST 30, 2025



Local 8 AFL-CIO

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PREAMBLE

2 The Parties have entered into this Agreement for the purpose
3 of setting forth in writing the understandings they have reached
4 with respect to wages, benefits, work hours, and working
5 conditions of the employees covered hereby, as well as to the
6 rights of the Company and the Union, and to provide a peaceful
7 means for the settlement of any disputes which may arise with
8 respect to the interpretation or application of their
9 understandings and agreements as set forth herein.

AGREEMENT

11 This Agreement, made and entered into this August 30, 2022,
12 to be effective until August 30, 2025, by and between BAE
13 Systems Controls Inc. (Hereinafter referred to as the
14 Company) and the International Association of Machinists and
15 Aerospace Workers and its District Lodge 751 (hereinafter
16 jointly and severally referred to as the Union).

ARTICLE 1

RECOGNITION

19 **Section 1.1** The Company recognizes the Union, its
20 designated agents and representatives, its successors and/or
21 assigns, as the sole and exclusive Collective Bargaining Agent
22 on behalf of all the Field Service Technician employees of the
23 Company within the bargaining unit as hereinafter defined, with
24 respect to wages, hours, and all other terms or conditions of
25 employment.

Section 1.2 The bargaining unit is comprised of all full-time Field Service Technician employees assigned to work on aircraft at Boeing facilities in and around the Puget Sound Area for BAE Systems Controls Inc.

ARTICLE 2

UNION SECURITY

3 **Section 2.1 Union Security.** As a condition of employment,
4 all bargaining unit employees shall become members of the
5 Union or pay an equivalent fee to the Union equal to the
6 amount of monthly dues (but not both) within thirty (30) days of
7 execution of this Agreement. All new employees shall become
8 and remain members of the Union or pay an equivalent fee not
9 later than thirty (30) calendar days of their date of hire or
10 transfer.

Section 2.2 Payroll Deduction for Union Dues and Initiation Fee. The Company shall make payroll deductions for the Union's initiation fee, and its regular and usual monthly dues, upon receipt of a signed payroll deduction form. The Company shall remit such dues and fees to the Union on or before the 15th day of the month following collection of such dues. The Company shall include a list of the Union members from whom dues and fees were collected with the remittance. The list will include member's identification number, name, and the amount of dues or fees deducted by the Company. It is agreed that the Company will recognize payroll deduction forms completed by members of the Union during the time they were employed by BCE.

Section 2.3 Contributions to Machinists' Nonpartisan Political League. 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 wages, in a monthly amount designated by the employee, such deductions to be forwarded to the Union for use by the Machinists' Nonpartisan Political League, the Company will thereafter make such deductions and forward them to the Machinists' Nonpartisan Political League, care of the Union. Such authorization will remain in effect for the duration of this Agreement, unless earlier canceled in writing by the employee.

Section 2.4 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 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.

11 **Section 2.5** The Union will indemnify and hold the Company
12 harmless from and against any and all claims, demands,
13 charges, complaints or suits instituted against the Company
14 which are based on or arise out of any action taken by the
15 Company in accordance with or arising out of the foregoing
16 provisions of this Article, or in reliance on any list, notice or
17 assessment furnished under any of such provisions.

21 **Section 3.1** The Company agrees that the Grand Lodge
22 Representative, Business Representative or acting Business
23 Representative (hereinafter referred to as Union
24 Representative) will be allowed to visit bargaining unit
25 employees while they are on the job in the Company's
26 operations for the sole purpose of investigating specific
27 grievances or complaints related to the provisions of this
28 Agreement or ensuring the terms and conditions of the
29 Agreement are being complied with. Prior approval may be
30 obtained from the Site Manager or his/her designee and such
31 visits shall not interfere with production of work being
32 performed. Such approval shall not be unreasonably withheld.

Section 3.2 Number of Union Stewards. The Union may select one (1) employee per twenty (20) employees, or fraction thereof, as Union Stewards.

1 **Section 3.3 Union Recognition.** The Company recognizes
2 and will deal with all Union Stewards and other Union
3 representatives in matters relating to grievances,
4 interpretations of the Agreement or in any other matter which
5 affect, or may affect, the relationship between the Company
6 and the Union. For the purpose of layoff, downgrading or
7 demotion, Union Stewards will have top seniority during their
8 tenure of office.

9 **Section 3.4 Union Steward Designation.** A written list of the
10 Union Stewards shall be furnished to the Company
11 immediately after their designation.

12 **Section 3.5 Union Steward Performance of Duties.** The
13 Company will agree to such arrangements as may be
14 necessary for the Stewards at large to properly and
15 expeditiously carry on their Union duties. Such arrangements
16 shall include permission for Stewards to leave their department
17 to go to any other department, etc., within the bargaining unit
18 to investigate and/or bring about a proper and expeditious
19 disposition of a grievance or complaint.

20 **Section 3.6 Union Steward Representation Time.** The
21 Company shall pay a single Union Steward and the aggrieved
22 employees at their applicable hourly earnings for time spent in
23 processing grievances. The Company shall pay Union
24 Stewards for attendance at any other joint Union-Company
25 meetings called by Management.

26 **Section 3.7 Bulletin Boards.** The Company shall provide
27 bulletin boards for the Union's use in areas at the Boeing
28 facility, subject to Boeing concurrence, conveniently accessible
29 to bargaining unit employees. New and replacement boards
30 will be at least three (3) feet by four (4) feet in size. The Union
31 may maintain the boards for the purpose of notifying
32 employees of matters pertaining to Union business. All notices
33 shall be signed by a representative of the Union who is
34 authorized by the Union to approve Union notices.

ARTICLE 4 MANAGEMENT RIGHTS

3 The management of the Company and the direction of the
4 workforce is vested exclusively in the Company subject to the
5 terms of this Agreement. All matters not specifically and
6 expressly covered or treated by the language of this
7 Agreement may be administered by the Company in
8 accordance with policy and procedure as the Company from
9 time to time may administer.

ARTICLE 5

WORK WEEK, HOURS OF WORK, SHIFTS

Section 5.1 An employee's regular assigned workweek shall consist of:

- 14 (a) Forty (40) hours consisting of five (5) consecutive eight
15 (8) hour days, which excludes a one-half (1/2) hour meal
16 period, beginning on Monday. The meal period will be
17 taken at the determined time. The payroll week
18 commences on Saturday 12:00 AM and ends Friday
19 11:59 PM. The Company agrees to notify the Union and
20 provide employees a reasonable advance notice of any
21 changes to the commencement of the payroll week, due
22 to business requirements for processing payroll.

23 (b) Other schedule as agreed to by both parties.

24 (c) Other schedule as dictated by the customer
25 requirements. In the event of customer requirements, the
26 Company shall notify the Union as soon as the facts are
27 known of such need.

28 **Section 5.2** The designated times of beginning each shift
29 during the scheduled workweek shall be: first shift – between
30 5:30 A.M. and 8:30 A.M.; second shift – between 1:30 P.M. and
31 6:00 P.M.; third shift – between 10:00 P.M. and 1:30 A.M. of
32 the following day.

1 **Section 5.3 Shift Preference.** Senior employees who have a
2 shift preference on file shall be given preference over junior
3 employees and new hires for placement onto another shift.

4 **Section 5.4 Report Time.** An employee who is called and
5 reports back for work after he/she has completed his/her
6 regularly assigned shift and departed from the premises shall
7 receive a minimum of four (4) hours pay at the applicable rate.
8 When an employee is not scheduled, and is called and reports
9 for work, outside his/her scheduled work week, he/she shall
10 receive a minimum of four (4) hours pay at the applicable rate.

11 **Section 5.5** If access to the work site is restricted to “essential
12 personnel” as determined by the Company’s customer due to
13 severe weather, natural disaster, or closure for any reason,
14 employees will be compensated for their regularly scheduled
15 work time up to a maximum of three (3) days unless mutually
16 agreed otherwise between the Company and the Union.

17 **Section 5.6 Rest Periods.** Each employee shall be given a
18 ten (10)-minute rest period in each half of the shift to which
19 he/she is assigned, the time of starting each such rest period
20 to be designated by the Company. Each employee who is
21 required to report for work two (2) or more hours prior to the
22 start of his/her regular shift shall receive a ten (10) minute rest
23 period prior to the start of his/her regular shift. Each employee
24 who is scheduled to work two (2) or more hours of overtime
25 after his/her regular shift shall receive a ten (10) minute rest
26 period prior to the start of the overtime.

27 **Section 5.7 Weekend/Holiday Stand–By.** An employee is on
28 “weekend/holiday stand-by” when the Company schedules and
29 assigns an employee to remain available to respond to any
30 means of communication, (i.e. cell phones, email, etc.) for
31 consultation purposes or when required to immediately report
32 for duty upon request, outside the employee’s assigned
33 shift. Employees on stand-by duty shall be paid one hundred
34 dollars (\$100) per day or part thereof when required to be on
35 weekend/holiday stand-by.

1 The employee shall continue to receive the entire
2 weekend/holiday stand-by pay during any period where they
3 are receiving their working rate of pay due to being called in for
4 work.

ARTICLE 6

RATES OF PAY

Section 6.1 Wage Rates. The wage rates listed below will be effective for the term of this Agreement and apply to all bargaining unit employees at the Company's facility. An employee's regular rate of pay shall be defined as his/her straight time hourly rate. This straight time hourly rate will be increased as designated below. These increases will be effective on the dates indicated in this Agreement. These rates are prior to any COLA or general wage increase applied.

	Effective Date	Maximum Hourly Rate
Field Service Technician Lead	8/30/2022	\$53.90
Senior Field Service Technician	8/30/2022	\$51.02
Field Service Technician	8/30/2022	\$48.88

Section 6.2 General Increases. General increases shall be applied to the above rates as shown below. Employees on progression through the rate range shall maintain their step level percentage of the maximum for their classification when COLA increases are granted.

Effective Date	General Wage Increase
September 3, 2022	\$1.50
September 2, 2023	\$1.50
September 7, 2024	\$1.50

1 Any bargaining unit employee designated as a lead after date
2 of ratification, and who is not at the maximum rate for their
3 classification, shall receive an additional three dollars (\$3.00)
4 per hour.

5 **Section 6.3 Cost of Living Adjustment.** Employees covered
6 by this Agreement shall receive Cost of Living Adjustments.
7 Determination of the potential Cost of Living Adjustments shall
8 be made in reference to the new series "All City Average of the
9 Consumer Price Index for Urban Wage Earners and Clerical
10 Workers" published by the Bureau of Labor Statistics, U.S.
11 Department of Labor, with the following base period: 1982-84
12 = 100, such Index being referred to herein as the BLS Index.

13 During the term of this Agreement, the Cost of Living
14 Adjustment shall be computed on the basis of 1 cent = .075
15 percent change in the six month average of the BLS Index, as
16 shown below. Such adjustments, if any, shall be added to the
17 base wage on the effective dates below. In the event of a
18 negative Cost of Living Adjustment, the amount shall not be
19 subtracted from any employee's base rate, but the accumulated
20 COLA will be recorded as negative. No COLA increases will be
21 added to the base rate until the accumulated Cost of Living
22 Adjustment is positive. The Company will provide the
23 computation, positive or negative, for the six month period to
24 the Union seven (7) days before the effective date of a potential
25 Cost of Living Adjustment.

Effective Date of Cost of Living Adjustment	Based on the Average of the Six-Month BLS Consumer Price Index for
September 7, 2022	January, February, March, April, May, June, 2022
February 25, 2023	July, August, September, October, November, December, 2022
September 2, 2023	January, February, March, April, May, June, 2023
February 24, 2024	July, August, September, October, November, December, 2023
September 7, 2024	January, February, March, April, May, June, 2024
February 22, 2025	July, August, September, October, November, December, 2024

2 If the BLS Index is revised or discontinued, the parties shall
 3 attempt to determine an appropriate Index figure by agreement
 4 and, if agreement is not reached, the parties shall request the
 5 Bureau of Labor Statistics to make available a BLS Index in its
 6 present form for the appropriate dates and calculated on a
 7 comparable basis.

8 **Section 6.4** There may be a minimum of one (1) lead
 9 designated. The Company will assign the most senior qualified
 10 employee as Lead Technician.

11 **Section 6.5 Progression Increases.** New employees may be
 12 hired into the rate range at any step based on experience and
 13 as determined by the Company. There will be a seven (7) step
 14 progression beginning at sixty percent (60%) of the current
 15 maximum rates. Progression will occur at the rate of five
 16 percent (5%) every six (6) months for progression steps one
 17 through six. For progression step seven, employees shall
 18 progress to the maximum hourly rate for his/her job

classification. Employees on progression will receive all wage rate increases until the current maximum hourly rate is obtained. A Technician, at maximum, who is promoted to Lead Technician shall receive the maximum rate for the Lead occupation. An employee whose classification is changed from Field Service Technician Lead to Senior Field Service Technician shall have his/her rate decreased to the maximum of the rate range for Senior Field Service Technician.

Section 6.6 Shift Differential. An employee assigned to work second or third shift shall receive a shift differential of one dollar (\$1.00) per hour added to his/her base salary.

Section 6.7 Jury/Witness Duty. Employees summoned to serve on jury duty, to testify as a witness for the Company, to respond to a subpoena to appear as a witness in a legal proceeding, to respond to a subpoena to appear at an arbitration (other than an arbitration resulting from this Collective Bargaining Agreement) shall be granted paid time off up to eight (8) hours per day and not to exceed the limits of the prevailing state law. Fees received for jury or witness duty will not be deducted from such pay. Notice of jury or witness duty must be given to the Company upon receipt of a summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply.

Despite the foregoing, an employee shall not be entitled to witness pay if called as a witness against the Company or its interests, called as a witness on his/her own behalf, voluntarily seeks to testify as a witness, or is a witness in a case related to outside business or employment activities.

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

Section 6.8 Bereavement Leave. 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/her immediate family, takes time off from work during his/her normal work

1 schedule. Such pay shall be for eight (8) hours at his/her
2 straight time base rate, including shift differential for each such
3 day off; however, such pay will not be applicable if the
4 employee receives pay for such days off under any other
5 provision of this Agreement. Bereavement leave must be
6 taken on consecutive workdays as selected by the employee
7 within twenty (20) calendar days following the death (or
8 evidence of belated notification of death). "Immediate family"
9 is defined as follows: spouse, same gender domestic partner,
10 mother, father, mother-in-law, father-in-law, children, brother,
11 sister, son-in-law, daughter-in-law, brother-in-law, sister-in-
12 law, great-grandparents, grandparents, grandchildren,
13 stepmother, stepfather, stepchildren, stepbrother, stepsister,
14 half-brother, half-sister, spouse's grandparents and foster
15 children if living in the employee's home. In addition, an
16 employee will be granted bereavement leave for a stillborn
17 child if the employee provides a certificate of fetal death which
18 has been certified by the attending physician.

19 Employee may be required to provide proof of claim.

20 **Section 6.9 Military Training Leave.** The Company agrees
21 to pay employees who are members of an active, organized
22 military reserve component, and who take leaves of absence
23 for military reserve field duty service or encampment, the
24 difference between their military pay and their regular pay,
25 including shift differential, for a maximum of fifteen (15)
26 workdays each calendar year.

27 **Section 6.10 Overtime.**

28 A. How paid.

- 29 (a) Time worked in excess of eight (8) hours in a single
30 regular workday shall be paid one and one-half (1.5)
31 times the employee's base rate.
- 32 (b) Time work on Saturday shall be paid one and one-half
33 (1.5) times the employees' base rate.

- 1 (c) Time worked in excess of twelve (12) hours in a single
2 regular workday or Saturday shall be paid double the
3 employee's base rate.
- 4 (d) Time worked on Sunday shall be paid for at double the
5 employee's base rate and such double time shall
6 remain in effect for all hours continuously worked.
- 7 B. Using a fair and equitable system, available overtime
8 shall be rotated among qualified volunteers. If no
9 qualified volunteers are available, the Company shall
10 assign overtime among qualified employees.
- 11 C. Except in extenuating circumstances, overtime
12 requirements shall normally be posted not less than forty-
13 eight (48) hours prior to an overtime requirement.

14 **Section 6.11 Wage Payment Basis.** Employees shall be paid
15 for time worked computed to the nearest one-tenth hour.

16 **Section 6.12 Pay Day/Direct Deposit.** Employees may be
17 required to enroll in direct deposit or paycards and electronic
18 pay advice so as to eliminate the need for paper mailings. The
19 Union recognizes the Company's right to change the pay
20 interval and the Company agrees to give the Union thirty (30)
21 days' notice should the need arise to change the pay week
22 interval.

ARTICLE 7 HOLIDAYS

25 **Section 7.1** Each year the following days are to be paid
26 holidays. If a holiday falls on a Saturday, Friday shall be the
27 observed holiday. If a holiday falls on a Sunday, Monday shall
28 be the observed holiday.

<u>2022 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Labor Day	Monday	September 5, 2022
Thanksgiving Day	Thursday	November 24, 2022

Friday following Thanksgiving	Friday	November 25, 2022
Winter Break	Friday	December 23, 2022
Winter Break	Monday	December 26, 2022
Winter Break	Tuesday	December 27, 2022
Winter Break	Wednesday	December 28, 2022
Winter Break	Thursday	December 29, 2022
Winter Break	Friday	December 30, 2022
<u>2023 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Monday	January 2, 2023
Memorial Day	Monday	May 29, 2023
Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Thanksgiving Day	Thursday	November 23, 2023
Friday following Thanksgiving	Friday	November 24, 2023
Winter Break	Friday	December 22, 2023
Winter Break	Monday	December 25, 2023
Winter Break	Tuesday	December 26, 2023
Winter Break	Wednesday	December 27, 2023
Winter Break	Thursday	December 28, 2023
Winter Break	Friday	December 29, 2023
<u>2024 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Monday	January 1, 2024
Memorial Day	Monday	May 27, 2024

Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Thanksgiving Day	Thursday	November 28, 2024
Friday following Thanksgiving	Friday	November 29, 2024
Winter Break	Tuesday	December 24, 2024
Winter Break	Wednesday	December 25, 2024
Winter Break	Thursday	December 26, 2024
Winter Break	Friday	December 27, 2024
Winter Break	Monday	December 30, 2024
Winter Break	Tuesday	December 31, 2024
<u>2025 Holidays</u>	<u>Day</u>	<u>Date of Observance</u>
Winter Break	Wednesday	January 1, 2025
Memorial Day	Monday	May 26, 2025
Independence Day	Friday	July 4, 2025

1 **Section 7.2 Unworked Holidays.** Employees shall receive
 2 eight (8) hours pay for unworked holidays (those holidays
 3 designated above), at their base rate in effect at the time the
 4 holiday occurs, plus shift differential, if, on the holiday, they are
 5 on the active payroll, including those on approved leave of
 6 absence for not longer than ninety (90) calendar days.

7 **Section 7.3 Worked Holidays.** Employees who are required
 8 to work on the above-named holidays shall receive the pay due
 9 them for the holiday, plus double their base rate for all hours
 10 worked on such holiday, plus shift differential, if applicable,
 11 unless the employee starts to work at 10:00 P.M., or thereafter
 12 on that day.

Section 7.4 If an employee is on an approved vacation in a week in which a holiday falls, time will be charged to holiday rather than vacation.

Section 7.5 Employees on Third Shift. Those employees who are assigned to work on third shift shall observe holidays in accordance with Sections 7.1 through 7.5 except when Independence Day falls on a Monday, Tuesday, Wednesday or a Thursday. When this occurs, they shall observe the Independence Day holiday on the fifth of July.

10 **Section 7.6 Customer Recognized Holiday.** The Company
11 may at its discretion, incorporate any additional holidays, in
12 addition to those specified in Section 7.1, that the customer
13 may observe during the term of this Collective Bargaining
14 Agreement.

ARTICLE 8 VACATION

17 **Section 8.1** Paid vacation for full time employees shall accrue
18 and be considered earned by the employee on a monthly basis.
19 Vacation will be used in a minimum increment of one (1) hour.
20 A new hired employee shall receive vacation accruals on the
21 first of the month after the completion of six (6) months.
22 Computation of vacation accruals are as follows:

Length of Service	Vacation Accrual	Equivalent Hours/Days Per Year
Less than 5 years	6.67 hours	80 hours/10 days
5 years but less than 7 years	8.33 hours	100 hours/12.5 days
7 years but less than 15 years	10.00 hours	120 hours/15 days
15 years and more	13.33 hours	160 hours/20 days

Section 8.2 Unused Vacation. It is the intent of the parties that employees shall be required to use their vacation. However, if desired by the employee, vacation may be carried over to subsequent years up to a maximum of 400 hours at any

1 point in time. Payment is made at the employee's current base
2 rate including shift differential. Accrued and unused vacation
3 is paid to the employee upon termination of employment.

4 **Section 8.3** Vacation requests in excess of one (1) day must
5 be made in writing to their supervisor fourteen (14) calendar
6 days prior to the vacation start date unless approved by the
7 employee's Supervisor. The Company reserves the right to
8 approve or deny vacation requests based on business
9 operations. Vacation requests will be approved based on
10 seniority.

11 **Section 8.4** Management may approve on a case-by-case
12 basis an employee's request to use vacation hours as personal
13 time for legitimate reasons for absence. Such approval will not
14 be unreasonably denied.

15 **Section 8.5 Buy Additional Vacation.** To the extent offered
16 to the nonrepresented population, an employee may purchase
17 up to forty (40) hours of vacation per year to be used in the year
18 the vacation is purchased. All vacation hours must be used
19 prior to using the hours purchased. Employees are awarded
20 the hours equal to their purchase and the cost of the vacation
21 hours is deducted from the employee's pay over a period of
22 forty-eight (48) weeks.

ARTICLE 9 PERSONAL TIME

25 **Section 9.1 Personal Time Eligibility.** Employees are eligible
26 for sixty (60) hours of personal time based on the calendar
27 year, and is frontloaded during the first payroll cycle each
28 January. Such eligibility shall be prorated and frontloaded for
29 new hires based on full months of employment remaining in the
30 first year from date of hire at a rate of five (5) hours per month.

31 **Section 9.2 Unused Personal Time.** At the end of each
32 calendar year, up to two hundred (200) hours of personal time
33 may be carried over to the next calendar year. Any personal
34 time carry over balances in excess of two hundred (200) hours
35 will be paid to the employee at his/her base rate plus shift

1 differential if applicable. Such payment will be made by the
2 end of January of the following year. Unused personal time is
3 paid to the employee upon termination of employment.

4

ARTICLE 10

LEAVES OF ABSENCE

5

6 **Section 10.1 Family Medical Leave Act.** The Company
7 agrees to comply with the provisions of the Family Medical
8 Leave Act (FMLA), in accordance with federal and state
9 regulations, regardless of the total number of employees
10 employed by the Company, and to afford the benefits provided
11 by the Act to all employees covered by this Collective
12 Bargaining Agreement.

13 Employees may be required to use vacation or personal time
14 for unpaid FMLA or personal medical leaves.

15 During any period in which an employee is taking leave
16 provided under this Article, the Company shall make available
17 all benefits provided under this Agreement to which the
18 employee would otherwise be entitled. The employee shall
19 continue to accrue seniority for all purposes during the period
20 of FMLA leave.

21 **Section 10.2 Medical Leaves.** Effective August 30, 2019, the
22 Company and the Employee both shall pay their portion of the
23 premium rate set forth in RCW 50A.04.115 (and as may be
24 subsequently modified by statute or regulation) during the
25 duration of the Agreement. A medical leave of absence may
26 be granted upon written notification from a doctor. The
27 maximum medical leave is twelve (12) months. Any leave
28 taken by an employee in accordance with the federal Family
29 and Medical Leave Act (FMLA) shall run concurrent with this
30 leave. A doctor's note and release to return to work is required
31 upon return to work. Employees will receive six (6) months of
32 Company-subsidized coverage for the benefits in which they
33 are enrolled, and COBRA thereafter, provided they continue to
34 pay their portion of the premiums.

Section 10.3 Personal Leaves. The Company may approve a leave of absence without pay up to thirty (30) calendar days for personal reasons. Such leave must be requested in writing and approved by the Site Manager. Said request must also state the reason for the unpaid leave. Employees must request such leave at least five (5) calendar days prior to the date the leave would commence, except in cases of emergency.

8 **Section 10.4 Union Business.** Bargaining unit employees
9 who are required to travel for official Union business or attend
10 official Union functions shall be granted a leave of absence for
11 performing such business. While on such leave, employees
12 shall not lose any benefit of seniority.

13 Employees shall submit such requests for leave accompanied
14 by official Union communication authorizing them to travel or
15 act in such capacity.

ARTICLE 11 MILEAGE ALLOWANCE

18 **Section 11.1 Use of Personal Automobile.** Reimbursement
19 will be based on the current prevailing IRS rate per mile.
20 Employees will receive mileage reimbursement and applicable
21 toll costs for the use of their personal vehicle for Company
22 business within the local area. The employee must have a
23 valid driver's license and evidence that the vehicle is properly
24 insured.

25 **Section 11.2 Work and Travel Pay.** Employees directed to
26 travel during their regular workweek will be paid at their regular
27 working rate for all hours traveled during their regular shift.
28 Employees directed to travel on Saturday and Sunday will be
29 paid at the applicable premium rate for all hours traveled during
30 their regular shift hours.

ARTICLE 12 SENIORITY

Section 12.1 Principle of Seniority. The principle of seniority shall be a factor in all cases of promotion within the bargaining unit, transfer, decrease or increase of the work force as well as

1 preference in assignment to shift work and choice of vacation
2 period, and shall govern when all other factors are considered
3 essentially equal in the good faith judgment of the Company.

4 **Section 12.2 Definitions.**

- 5 A. Seniority is defined as including the whole span of
6 continuous service in the bargaining unit with the present
7 contractor and with predecessor contractors.
- 8 B. Seniority will not be broken for:
 - 9 (1) Periods of approved absence with leave
 - 10 (2) Periods of absence due to industrial injury or illness
 - 11 (3) Periods of absence due to personal injury or illness
 - 12 (4) Time spent on Union business
- 13 C. When two or more employees are hired on the same day,
14 the last four digits of their Social Security number shall
15 then be used for purposes of layoff, recall and promotion;
16 i.e., if two employees have the same seniority date, the
17 employee that has the lowest number shall be considered
18 to be the most senior of the employees hired on the same
19 day.

20 **Section 12.3 Loss of Seniority.** All seniority of any employee
21 shall terminate if the employee:

- 22 A. Voluntarily resigns
- 23 B. Is discharged for just cause
- 24 C. Is on layoff status in excess of seventy-two (72) months
- 25 D. Refuses recall

26 NOTE: Employees who lose seniority solely due to layoff but
27 are later rehired shall have seniority reinstated.

28 **Section 12.4 Seniority List.** A seniority list will be maintained
29 by the Company and will be made available to the Union
30 semi-annually or upon request. The Company will also furnish

1 a list to the Union reflecting new-hires or rehires/recalled, their
2 classification, their date of hire, and termination or layoff dates
3 or other dates of leaving the bargaining unit.

Section 12.5 Layoff. When it becomes necessary to reduce the number of employees, the Company shall lay off employees in reverse seniority order. The Company shall notify the Union and affected employees as soon as the facts are known to the Company of upcoming layoffs, but not less than two (2) weeks' notice or two (2) weeks' pay in lieu thereof.

Section 12.6 Recall. Employees shall be recalled in seniority order. The Company shall send recall notices by certified or signature receipt mail, to employee's last known official address. The notice will instruct laid off employees when to report to work. Employees shall report to work within ten (10) working days after receipt of notice to report to work or on the specified day whichever is greater in time. If the employee does not report to work within ten (10) working days or the specified date, the employee will be deemed to have abandoned their job and will be removed from the seniority list. The Company agrees that an employee may request a later return to work date due to incapacitation or other extenuating circumstances that prevented him/her from reporting, in which case he/she must notify the Company, in writing, within ten (10) days after receipt of the notice that he/she is unable to return to work specifying the circumstances.

Section 12.7 An employee who has established seniority rights within the bargaining unit and who is transferred to a position not covered by this Agreement shall retain seniority rights for a period of ninety (90) calendar days.

ARTICLE 13 NEW JOBS/VACANCIES

Section 13.1 When new job descriptions are required, the Company shall notify the Union in writing of the requirements. The Union shall have thirty (30) calendar days from the date of receipt of notice in which to request collective bargaining.

1 regarding the rate of pay and benefits. If necessary, this matter
2 is subject to the grievance procedure up to and including
3 arbitration. The Union shall be notified in writing, within sixty
4 (60) days of implementation, of any needed revisions or
5 modifications of job descriptions or qualifications; and the
6 terms shall be mutually agreed upon.

- 7 A. All vacancies and all new full time jobs shall be posted.
8 Such postings shall be placed on the Company and
9 Union bulletin boards at the employees' work site and
10 shall remain posted for five (5) days. The posting will
11 state the number of jobs to be filled, the scheduled
12 location of the job, the shift, the rate of pay, the
13 qualifications required for the job, and a description of the
14 work required. The Union will be provided a copy of all
15 postings.
- 16 B. Any bargaining unit employee in the classification posted,
17 or any employee meeting the minimum qualification
18 requirements, may bid for the transfer or job. An
19 employee may bid for more than one job, but should
20 indicate his/her preference on the internal job application
21 form. A copy of all internal applications will be provided
22 to the Union.
- 23 C. The Administrative Manager shall review all internal
24 applications to determine if candidates meet the minimum
25 qualification requirements for the position. The position
26 shall then be filled by the most senior qualified candidate.

27 **Section 13.2** If no qualified internal candidates are identified,
28 the Company will consider external candidates. The Company
29 agrees to notify the Union of all vacancies. The Union agrees
30 to provide a pool of candidates for consideration for future open
31 positions from those employees eligible for recall from Boeing.
32 Candidates wishing to be considered for the position of Field
33 Service Technician should first possess the minimum skill
34 requirements established for the job as documented in the Job
35 Description. The Company will make all final decisions
36 concerning the hiring of all capable personnel.

1 **Section 13.3** The Company may temporarily upgrade an
2 employee to a higher paid classification. The employee shall
3 receive the pay rate for the classification of work that the
4 employee is performing. Promotion and seniority rules apply
5 to all permanent (non-temporary) promotions to a higher paid
6 classification. Temporary promotions will be based on most
7 qualified candidate. Temporary promotions shall not be used
8 to circumvent promotion to any regularly permanent position
9 and shall not be used in excess of thirty (30) days. The time
10 limits herein prescribed may be extended by the parties, if the
11 upgrade is due to another employees' extended absence.

ARTICLE 14

HEALTH AND SAFETY

14 **Section 14.1 Health.** The Company and the Union are
15 committed to providing employees with a drug-free and
16 alcohol-free workplace. It is our goal to protect the health and
17 safety of employees and to promote a productive work place,
18 and protect the reputation of the Company, Union and
19 employees.

Section 14.2 Safety. The Company and the Union recognize the importance of safety in the workplace. The Company will provide bargaining unit employees with any safety equipment necessary to perform the work and that conforms to the minimum standards for the worksite. The Company and employees will be required to comply with all safety rules and regulations that govern the worksite. The Company agrees to request from the customer any repairs or changes to the workplace if they are not in compliance with applicable safety standards. The Union shall have the right to meet and confer with the Company regarding these matters.

Section 14.3 Safety Shoe Reimbursement. The Company will maintain a process that will provide employees up to \$100.00 per year toward the purchase of approved Safety Shoes where such shoes are mandatory due to regulatory compliance, Company directive or Site requirement.

1 **Section 14.4 Prescription Safety Glasses Reimbursement.**
2 Any employees not mandated to wear Safety Shoes in the
3 workplace may apply that \$100.00 benefit towards the
4 purchase of prescription safety glasses if they are required in
5 the workplace.

ARTICLE 15 NO STRIKE / NO LOCKOUT

8 **Section 15.1** The Union agrees that neither it nor any of the
9 employees in the bargaining unit, covered by this Agreement
10 will collectively or individually engage in or participate in any
11 strike, sympathy strike, slowdown or stoppage of work during
12 the term of the Agreement and the Company agrees that during
13 the term of this Agreement it will not lock out or deny work for
14 any of the employees covered by the Agreement. It is further
15 agreed that no employee shall be disciplined for honoring any
16 IAM&AW picket line at the Boeing facilities.

ARTICLE 16 GRIEVANCE PROCEDURE

19 **Section 16.1** "Grievances" shall mean, and be limited to
20 disputes of differences between the Company and the Union,
21 or employees so represented, with respect to the interpretation
22 or application of any specific provision of this Agreement. Both
23 parties agree to use their best efforts, including informal
24 meetings involving supervision, management, the Union
25 Steward, and the grievant, to resolve matters without resorting
26 to the grievance procedure except that any such meetings shall
27 not extend the time limits set forth in this Article. In the event
28 such informal methods do not resolve the grievance, all
29 grievances shall be reduced to writing and processed in
30 accordance with the following steps:

Section 16.2 All grievances beyond Step 1 below, involving employee claims shall be in writing on grievance forms provided by the Union and shall be signed by all employees claiming rights there under. In an effort to adjust employee

1 grievances by mutual agreement, they shall be presented in
2 the following order and within the following time limits:

3 **Step 1:** The employee(s), with or without their Union
4 Steward, shall promptly bring a grievance to their supervisor
5 within five (5) working days following the event or discovery
6 of the event giving rise to the grievance. In the event an
7 employee is unavoidably absent due to illness or injury, or
8 unavailable due to vacation or other approved reasons, the
9 employee's Union Steward may bring the grievance to the
10 supervisor. The supervisor shall have five (5) working days
11 from the grievance meeting to give an oral reply. If the
12 grievance is not satisfactorily settled after the Step 1 reply
13 then:

14 **Step 2:** Within ten (10) working days following the reply to
15 Step 1, a written grievance containing the Article or Section
16 which is claimed to be violated and the remedy requested,
17 must be signed by the employee and submitted by the Union
18 Steward and taken up with the Manager, or his/her designee.
19 A formal grievance meeting shall be scheduled within five (5)
20 subsequent working days. The Company shall give its
21 written reply within ten (10) working days. If the grievance is
22 not satisfactorily settled after the Step 2 reply then:

23 **Step 3:** Within fifteen (15) working days of the Step 2 reply,
24 the grievance may be moved to Step 3 by written appeal to
25 the Company Human Resources Representative. The
26 Company Human Resources Representative and the Union
27 Representative, shall meet within ten (10) working days after
28 receipt of the grievance into a third step. A written reply from
29 the Company Human Resources Representative will be
30 given to the Union within ten (10) working days after the
31 meeting. If the grievance is not satisfactorily settled within in
32 ten (10) working days from the Step 3 reply, either party may
33 submit the grievance or dispute to arbitration as covered in
34 the "Arbitration Procedure" Article.

35 **Section 16.3** Each Union Steward shall notify and obtain
36 permission from his/her supervisor before leaving his/her work

1 assignment for the purpose of investigating complaints or
2 claims of grievance on the part of employees or the Union or
3 contacting the Union Representative in regard to such claim or
4 grievance.

5 **Section 16.4** The Union, or its authorized representative, shall
6 have the right to examine time sheets and other records
7 pertaining to the computation of compensation of any individual
8 or individuals whose pay is in dispute or other records
9 pertaining to a specific grievance. Compensation will be paid
10 for time spent discussing or investigating grievances during
11 normal work schedules.

12 **Section 16.5** It is understood that the time limits specified
13 herein may be extended by mutual agreement of the parties
14 hereto.

15 **Section 16.6** Nothing in this Article precludes the Union from
16 filing a general grievance on behalf of an employee or
17 employees in the event of unusual or unforeseen
18 circumstances.

19 **ARTICLE 17**
20 **ARBITRATION PROCEDURE**

21 **Section 17.1** The party choosing to arbitrate shall give written
22 notice to the other party setting forth the matter to be arbitrated.
23 If said notice is not served within a thirty (30) working day
24 period following the Step 3 decision of the Grievance
25 Procedure Article, it shall be deemed that the grievance has
26 been satisfactorily adjusted and the right to arbitrate waived.
27 The arbitration must also be filed with the Federal Mediation
28 and Conciliation Service within forty (40) working days
29 following the Step 3 decision or the right to arbitration will be
30 waived.

31 **Section 17.2** In the event the Union or the Company submits
32 a grievance to arbitration, a panel of seven (7) arbitrators will
33 be requested from the Federal Mediation and Conciliation
34 Service. The right to first strike a name will be determined by

1 lot; the other party shall then strike a name. This procedure
2 shall continue alternately until one (1) name remains.

3 **Section 17.3** The decision of the arbitrator shall be final and
4 binding on all parties. However, the arbitrator shall not have
5 jurisdiction or authority to add to, subtract from, modify or in
6 any way change the provisions of this Agreement. The
7 expense and fees of the arbitrator will be borne equally by both
8 parties.

9

10 ARTICLE 18 SEVERANCE PAY

11 **Section 18.1 Eligibility.** In the event economic or operating
12 conditions result in layoff or reduction in workforce, affected
13 employees will be eligible for severance pay. Severance pay
14 will not apply if an employee is laid off and subsequently
15 becomes employed by another part of BAE Systems Controls
16 Inc.; if an employee is offered a position with comparable pay
17 and benefits by a successor employer; if an employee is laid
18 off because of an act of God, national emergency or natural
19 disaster; if an employee is laid off because of a strike, picketing
20 of Company or Boeing premises, work stoppage or other
21 similar action; and if employment is terminated for any other
22 reason including discharge, resignation, death, retirement or
23 leave of absence.

24 **Section 18.2 Severance Pay.** Employees laid off as described
25 above shall receive the equivalent of two (2) weeks' base pay,
26 excluding shift differential, as severance pay. All other
27 employees, who sign a waiver of claims against the Company,
28 shall receive the equivalent of one (1) week's pay for each full
29 year of service, up to a maximum of twenty-six (26) weeks of
30 supplemental pay. If an employee is recalled and subsequently
31 laid off, the employee shall be eligible for any new accumulated
32 severance benefit. Severance is paid in a lump sum.

33 **Section 18.3 Medical Coverage during Severance Period.**
34 In the event of layoff, medical, dental, and vision coverage for
35 employees and dependents will continue during the severance

1 period until the employee is covered by any other group
2 medical plan either as an employee or as a dependent, but in
3 no event beyond six (6) months after the date of layoff.
4 Required contributions, if any, must be paid during any period
5 of such continuation of coverage.

ARTICLE 19 DISCIPLINE

Section 19.1 Disciplinary action shall only be initiated by the Company for just and sufficient cause, and any penalty imposed will be consistent with proven offenses. The principle of progressive discipline shall be adhered to, as set forth below:

Section 19.2 Upon request, the Union shall be provided all documentation used pertinent to the disciplinary action taken.

14 **Section 19.3** There shall be a twelve (12) month reckoning
15 period for any disciplinary action taken, after which all
16 reference to the matter shall be removed from the employee's
17 active record, provided the employee has not committed any
18 infraction of the same rule for which they were disciplined
19 during the reckoning period.

Section 19.4 For infractions of Company rules, such as, but not limited to, poor work performance, a four (4) step procedure will be followed of oral reprimand, written reprimand, unpaid suspension and finally discharge.

Section 19.5 An employee may request Union representation prior to an investigation or interview taking place. The Union Steward will be given the opportunity to attend such interviews at the request of the employee.

28 **Section 19.6 Discharge Reinstatement.** In the event it is
29 found that an employee has been discharged without just and
30 sufficient cause, such employee shall be reinstated to his/her
31 former position and compensated for all time lost at his/her
32 applicable hourly earnings. The period of unjust discharge
33 shall not affect the employee's seniority rights or his/her right
34 to the other benefits agreed to herein.

Section 19.7 Attendance Policy. The Company has established an attendance policy. Changes to this policy will be agreed to mutually between the Company and the Union.

ARTICLE 20

MISCELLANEOUS PROVISIONS

6 **Section 20.1 Nondiscrimination.** The Company and the
7 Union separately and jointly recognize their obligation to abide
8 by those state and federal laws relating to equal employment
9 opportunity, OSHA and nondiscrimination. The Agreement
10 shall be applied fairly and equitably among all bargaining unit
11 employees and shall not in any way be used to discriminate
12 against employees on account of race, color, religious
13 affiliation, sex, age, national origin, veteran, disabled status, or
14 any other protected classification.

15 **Section 20.2 Inventions.** Employees may be permitted to
16 retain ownership of an invention conceived and developed by
17 them if the invention was (a) developed entirely on the
18 employee's own time and the invention is one for which no
19 equipment, supplies, facilities or trade secret information of the
20 Company was used; and (b) does not directly relate to the
21 business of the Company or demonstrably anticipated
22 research and development or (c) result from work performed
23 by the employees for the Company. All other inventions shall
24 be the property of the Company and employees shall assist the
25 Company in the protection of such inventions as directed by
26 the Company.

27 **Section 20.3 Sabotage.** The Union agrees to report to the
28 Company when it has knowledge of any acts of sabotage or
29 damage to or the unauthorized taking of Company,
30 government, customer or any other person's or employee's
31 property. The Union further agrees, if any such acts occur, to
32 use its best efforts in assisting to identify and apprehend the
33 guilty parties.

1 **Section 20.4 Tuition Refund.** A tuition refund program will be
2 made available to employees in accordance with Company
3 policies.

4 **Section 20.5 Change of Address.** Employees are responsible
5 for notifying the Company of their proper mailing address and
6 current telephone number. Laid off employees are responsible
7 for notifying the Company of their proper mailing address and
8 current telephone number to maintain recall rights. The
9 Company shall be entitled to rely upon its records and shall be
10 held harmless for any action that may arise out of said reliance.

11 **Section 20.6 Employee Assistance Program.** The Company
12 will maintain an Employee Assistance Program (EAP) that
13 includes wellness, child care and elder care referrals, drug and
14 alcohol dependence programs, and general counseling for
15 employees and eligible family members.

16 **Section 20.7 Alteration of Agreement.** No agreement,
17 alteration, understanding, variation, waiver or modification of
18 any of the terms, conditions, or covenants contained herein
19 shall be made by any employee or group of employees with the
20 Company and in no case shall it be binding upon the parties
21 hereto unless such agreement is made and executed in writing
22 between the parties hereto. The waiver of any breach or
23 condition of this Agreement by either party shall not constitute
24 a precedent in the future enforcement of all the terms and
25 conditions herein.

26 **Section 20.8 Federal, State and Local Laws.** In the event
27 that any federal or state legislation, governmental regulations
28 or court decisions cause invalidation of any Article or Section
29 of this Agreement, all other Articles and Sections not so
30 invalidated shall remain in full force and effect. Within thirty
31 (30) days, the Company and Union shall meet to negotiate new
32 contract language to replace the particular clause(s) which was
33 invalidated by federal or state legislation.

34 **Section 20.9 Collective Bargaining.** The Company agrees
35 that it will negotiate with the Union during the term of this

1 Agreement concerning any matter involving the wages, hours
2 and working conditions of the employee which is not
3 specifically provided for in this Agreement and which is not the
4 subject of any grievance. Any grievance or dispute concerning
5 an employee's rights under the provisions of this Article shall
6 be adjusted under the terms of the Grievance and Arbitration
7 procedures outlined in this Agreement.

8

ARTICLE 21

GROUP BENEFITS

9

10 **Section 21.1 General Insurance.** The Company's insurance
11 plans are designed to protect employees and their families
12 against financial losses, which result from death or disability,
13 and against unbudgeted hospital and medical expenses, which
14 result from illness or accident to employees or their covered
15 dependents. These are Company standard insurance plans. All
16 Union employees will be offered the same group health and
17 welfare benefits as are offered to BAE Systems Controls, Inc.
18 non-represented employees. Benefits may be modified for
19 future plan years at the sole discretion of the Company. The
20 Company agrees to negotiate the employee premium cost of
21 the medical, dental & vision plans with the Union and provide
22 advance notice to the union on any substantial changes to the
23 plan designs. Coverages begin the first of the month following
24 the month of employment for new hires and rehires. Any new
25 plans offered to the BAE Systems Controls, Inc. Redmond non-
26 represented employees will also be offered to Union
27 employees. The dollar amount of the Company subsidy for any
28 new medical plans will be the same dollar amount subsidy for
29 the current medical plan offered to Union employees; Union
30 employees wishing to elect the new plans will pay the
31 difference in the cost.

32 **Section 21.2 Basic Life and AD&D Insurance.** The
33 Company shall pay the entire cost of Basic Life Insurance for
34 all employees equal to two times their annual salary, excluding
35 bonuses, commissions, overtime, shift differential or expense
36 reimbursements. The Company shall also pay the entire cost

1 of Basic Accidental Death and Dismemberment (AD&D)
2 Insurance for all employees equal to two times their annual
3 salary, excluding bonuses, commissions, overtime, shift
4 differential or expense reimbursements.

5 **Section 21.3 Optional Life and Accidental Death and**
6 **Dismemberment Insurance.** Optional Life and Optional
7 AD&D Insurance is available to employees and their eligible
8 dependents. Employees may choose coverage amounts from
9 one to six times salary, subject to a maximum established by
10 the Company plan, but not less than six times an employee's
11 base salary. Lesser amounts are available for dependents.
12 The cost of this plan is experience based and will vary from
13 year to year. The employee shall pay the full cost of this
14 optional plan.

15 **Section 21.4 Short Term Disability.** The Company shall pay
16 the entire cost of Short Term Disability for all employees
17 beginning in 2005. Short-term disability benefits will be taxable
18 to the employee and begin the 8th day of disability and provides
19 for up twenty-six (26) weeks of benefits equal to one hundred
20 (100) percent for weeks 1-5 and seventy (70) percent for weeks
21 6-25 after a one (1) week elimination period for a total of
22 twenty-six (26) weeks.

23 **Section 21.5 Long Term Disability.** The Company shall offer
24 a voluntary long-term disability plan to employees. Costs of the
25 plan shall be borne by the employee.

26 **Section 21.6 Medical.** Medical coverage is available for
27 employees and eligible dependents. The Company shares the
28 premium costs with employees. Employees must contact the
29 Benefit Center during Annual Enrollment to establish coverage
30 each year. Cost to employees in 2022 and 2023 is as follows.
31 The cost of the medical coverage options is experienced-based
32 and premiums for the Network Plus plan will be paid using
33 eighty-five (85) percent Company, fifteen (15) percent
34 employee cost share for the duration of this contract. Weekly
35 contribution rates are based on a forty-eight (48) week per year
36 deduction cycle.

1

2022 Weekly Costs

Network Choice	
Employee Only	\$26.58
Employee + Spouse	\$57.14
Employee + Child(ren)	\$47.84
Family Plan	\$79.73

2

2023 Weekly Costs

3

(Based on 15% employee premium cost share)

Network Choice	
Employee Only	\$28.54
Employee + Spouse	\$61.37
Employee + Child(ren)	\$51.38
Family Plan	\$85.63

4 **Section 21.7 Dental.** Dental Preferred Provider High and Low
 5 coverage options are offered for employees and their eligible
 6 dependents. The amount of coverage varies by plan selected.
 7 The Company shares the premium costs with employees.
 8 Employees must contact the Benefit Center during Annual
 9 Enrollment to establish coverage each year. Cost to employees
 10 in 2022 and 2023 is as follows. The cost of the dental plan
 11 options is experienced based and will vary from year to year.

Delta Dental PPO		
2022 Weekly Costs	High Plan	Low Plan
Employee Only	\$4.15	\$2.53
Employee plus Spouse	\$8.31	\$5.06
Employee plus Child(ren)	\$9.14	\$5.57
Family Plan	\$13.70	\$8.35

Delta Dental PPO		
2023 Weekly Costs	High Plan	Low Plan
Employee Only	\$4.15	\$2.53
Employee plus Spouse	\$8.31	\$5.06
Employee plus Child(ren)	\$9.14	\$5.57
Family Plan	\$13.70	\$8.35

1 **Section 21.8 Vision.** Coverage is offered to employees and
 2 eligible dependents and the entire premium cost is paid by the
 3 employee. The plan includes an annual exam, frames and
 4 lenses. Contact lenses may be obtained in lieu of frames and
 5 lenses. Cost to Field Service Technician employees in 2022
 6 and 2023 is as follows. The cost of this plan is experienced
 7 based and will vary from year to year.

Vision		
2022 Weekly Costs	VSP-National	VSP-National Buy Up
Employee	\$1.97	\$3.02
Plus Spouse	\$4.13	\$6.17
Plus Child(ren)	\$3.74	\$5.56
Family	\$6.30	\$8.72

Vision		
2023 Weekly Costs	VSP-National	VSP-National Buy Up
Employee	\$1.97	\$3.02
Plus Spouse	\$4.13	\$6.34
Plus Child(ren)	\$3.74	\$5.73
Family	\$6.30	\$9.66

8 **Section 21.9 Flexible Spending Accounts.** The Company
 9 provides employees the option of making pre-tax contributions
 10 to a health care spending account and/or a dependent care
 11 spending account.

1 **Section 21.10 Business Travel Accident Insurance.** The
2 Company provides Business Travel Accident Insurance for all
3 employees while traveling on Company business equal to six
4 (6) times the employee's annual salary up to a maximum
5 established by the Company plan. The premium is paid by the
6 Company.

7 **Section 21.11 Copies of Policies and Administration.**
8 Copies of the policies and agreements covering the above
9 benefits shall be made available to the Union. The coverages
10 and benefits indicated in these group insurance programs, the
11 rights of eligible employees in respect to such coverages, and
12 the settlement of all claims arising out of such coverages shall
13 be in accordance with the provisions, terms and rules set forth
14 in such policies and agreements.

15 The Group Benefits Programs shall be administered by the
16 Plan Administrator, healthcare contractors or administrative
17 agents with whom the Company enters into contractual
18 arrangements for the purpose of providing and/or administering
19 the programs. No questions or issues arising under the
20 administration of these programs or the contracts and
21 agreements shall be subject to the grievance procedure or
22 arbitration.

23 **Section 21.12 Patient Protection and Affordable Care Act**
24 **(PPACA).** During the life of this Agreement, the Company may
25 be required to make changes to its health plans in order to
26 remain compliant with The Patient Protection and Affordable
27 Care Act (PPACA) commonly known as health care reform.
28 PPACA requires the Secretary of Health and Human Services
29 to define and periodically update coverage that provides
30 essential health benefits. In general, these regulations are
31 expected to be improvements to the health plan(s) offered by
32 the Company and the Company will notify but not negotiate the
33 required changes with the Union.

34 A key feature of PPACA is for employers to automatically enroll
35 employees into medical coverage. As the regulations and
36 effective date for auto-enrollment have not been released, the

1 Company reserves the right to develop an alternative, lower
2 cost medical plan to be used as the default option for
3 employees who do not actively enroll or waive coverage.

ARTICLE 22 RETIREE MEDICAL

6 **Section 22.1 Retiree Medical.** Employees who transfer from
7 Boeing prior to August 30, 2013, including those recalled from
8 layoff for hire by BAE Systems Controls, Inc., shall be eligible
9 for retiree medical at the time of retirement from BAE Systems
10 Controls, Inc., provided age and service requirements are met
11 which shall include service from Boeing. Such plan shall be
12 contributory and based on length of service with the Company,
13 including service with Boeing.

ARTICLE 23

PROFIT SHARING

16 BAE Systems Controls, Inc. appreciates and applauds the
17 contribution made by all employees to the success of the
18 Company. In recognition of that contribution, the Board of
19 Directors has granted various "profit-sharing" type programs.
20 These programs have included an All-Employee Stock
21 Appreciation Rights (SARs) Plan and a Profit Sharing Plan.
22 The issuance of these plans, terms of these plans, and the
23 timing of the plans are determined solely by the BAE Systems
24 Controls plc Board of Directors. They are provided to
25 nonrepresented employees only unless an agreement is
26 reached to provide them to represented employees.

27 It is agreed that in the event such plans are granted to the
28 nonrepresented population of BAE Systems Controls, Inc.,
29 they shall be provided to the employees covered by this
30 Collective Bargaining Agreement in accordance with the same
31 eligibility conditions.

ARTICLE 24 SAVINGS PLAN

34 Section 24.1 Plan Administration. Subject to approval of the
35 Commissioner of Internal Revenue and other cognizant

1 government authorities, a voluntary Savings Plan (called the
2 Plan) shall be available to employees. Approval of the Plan by
3 the Commissioner of the Internal Revenue means that the Plan
4 and related trust or trusts are at all times qualified and exempt
5 from income taxes under Section 401(a) and Section 401(k)
6 and other applicable provisions of IRS code that make
7 contributions made by the Company tax deductible. The
8 Company will select a provider to administer the Plan.

9 **Section 24.2 Eligibility and Contributions.** Employees are
10 eligible to participate upon hire with the Company. Employees
11 may elect to defer one (1) to fifty (50) percent of their salary, up
12 to an annually specified government limit, whichever is less. A
13 Company match will be provided equal to \$1.00 for each \$1.00
14 up to six (6) percent of pay. Employees are vested in the
15 Company match immediately. An employee may elect to
16 contribute on a Tax Deferred, After Tax, and Roth Tax Basis at
17 any time as prescribed by the plan.

18 **Section 24.3 Company Contributions.** Effective January 1,
19 2022, the Company shall make a non-elective contribution to
20 the 401(k) savings plan in the amount of four dollars (\$4.00)
21 per hour paid to a maximum of forty (40) hours per work week
22 for each eligible employee in all job classifications covered by
23 this Agreement. Contributions will be made to the 401(k) Plan
24 each pay period.

25 A one-time ratification bonus in the amount of one thousand
26 five hundred (\$1,500) dollars will be paid in the form of a
27 Company contribution to the 401(k) account of each active
28 member. This contribution will be made in the first full pay
29 period of October 2022.

30 **ARTICLE 25**
31 **JOB SECURITY PROVISIONS AND NEW TECHNOLOGY**

32 **Section 25.1 Partnership.** The Company and Union share the
33 common goal of maximizing the value of the Company for the
34 benefit of all the stakeholders in the Company. The Company
35 accepts that employees are significant stakeholders in the

1 Company and that the Union has a legitimate role to play in
2 representing the long term interest of its members who work
3 for the Company in achieving fair wages and benefits; a safe,
4 healthy, and challenging work place; job security to the
5 greatest extent possible given the Company's economic
6 realities; and all other matters pertaining to the employment
7 relationship. As such, the parties agree to form a Partnership
8 to put these beliefs into action. The provisions that follow are
9 deemed essential by both the Company and the Union to
10 faithfully grow this partnership.

Section 25.2 Outsourcing. The Company will not out source any work historically performed by the bargaining unit in the facility without the approval of the Union. Approval shall not unreasonably be denied.

Section 25.3 Temporary Employees. The use of temporary employees may be permitted with prior Union approval on an occasional basis if overtime by regular employees is not sufficient to meet workload surges required of the Company. Such temporary employees shall not exceed ninety (90) days continuous employment unless mutually agreed by the Company and Union and are subject to the terms and conditions of employment as specified in Article 2 of this Agreement.

Section 25.4 Technology Changes. Technological changes which affect jobs in the bargaining unit will not be used as a basis for changing such jobs from bargaining unit status to a non-bargaining unit status.

ARTICLE 26 SUCCESSORS AND ASSIGNS

30 This Agreement shall be binding upon and shall inure to the
31 benefit of the parties hereto, their successors, administrators,
32 executors and assigns until its expiration, or until it is changed
33 by mutual agreement of the parties. It is the expressed intent
34 of the parties that the Agreement shall remain in effect for its
35 full term. In the event that a successor is announced by the

1 customer the Company shall notify the Union of such change
2 and include contact information for the successor if known.

ARTICLE 27

TERM AND NOTICE OF CHANGE OR TERMINATION

5 This Agreement shall become effective August 30, 2022 and
6 remain in full force and effect until the close on August 30, 2025
7 and shall be automatically renewed for consecutive one (1)-
8 year periods, unless either party notifies the other in writing,
9 between sixty (60) and ninety (90) days of its expiration, of its
10 desire to change or terminate the Agreement.

11 In the case of such notice the parties agree to meet for the
12 purpose of negotiating a new Agreement or a written renewal
13 of this Agreement.

BAE Systems Controls, Inc.

IAM&AW District 751

Brian Heintz

Human Resources Business Partner

~~Jon Holden~~

District President & DBR

Gerhard Graumann

Front Line Support

Site Executive

Jason Chan

Chief of Staff

Paul Schubert

Business Representative

Dal McPhail

Dan McGill

Committee Member

1 **LETTER OF UNDERSTANDING NO. 1**
2 **SUBJECT: DRUG AND ALCOHOL TESTING**

3 The Union recognizes the Company's desire to maintain a drug
4 and alcohol free workplace, and to comply with laws and
5 regulations addressing that subject. The Company will
6 implement drug and alcohol testing to the extent necessary to
7 comply with such laws and regulations and when reasonable
8 suspicion or accidents occur. The Company will utilize the
9 services of the Company Employee Assistance Program and
10 the Union to assist with employees who test positive for drugs
11 and/or alcohol. An employee who tests positive for illegal drugs
12 or abuse of legal drugs shall be referred to the Company
13 Employee Assistance Program, provided that such test is the
14 first positive in the employee's history with the Company. The
15 employee will comply with all recommendations of the
16 employee assistance program and in accordance with the
17 Company's Drug-Free Workplace Policy. Employees who test
18 positive for drugs or alcohol for a second time, or employees
19 who test positive and no job exists where the employee can
20 work because of laws and regulations, shall be discharged for
21 cause. Employees who engage in drug use, sale and/or
22 distribution of drugs on Company or customer premises shall
23 be immediately discharged for cause. An employee who tests
24 positive for illegal drugs or abuse of legal drugs may elect to
25 have a drug test provided by his or her own physician at his/her
26 own expense, within three (3) days of the original test. The
27 Company will consider the results of the test provided by the
28 employee.

From: [iamsurveyadmin](#)
To: [DataInfoGroup](#)
Subject: SRF-5
Date: Wednesday, December 7, 2022 2:26:06 PM

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Response GUID: 20304782-2A5E-4DA3-96A6-3E7A930A6EE1

Survey Start Date: Wednesday, 07 December 2022 13:20:41

Survey Completed Date: Wednesday, 07 December 2022 14:25:57

IAMAW SRF-5

CONTRACT DETAILS

Submitted by:

Jason Chan

Submitted by Title:

(*i.e., Business Representative*)

Chief of Staff

Employer Industry

Aerospace Manufacturing & Related Services (other than Airlines)

Effective Date

08/30/2022

Expiration / Amendable Date

08/30/2025

Sector

Non-Federal Government (Public Sector)

Statute

NLRA

Does the contract contain a provision for ...

Check-Off Dues Yes

Check-Off MNPL / MCPL Yes

Check-Off Guide Dogs Yes

Is this a ...

First Agreement No

Master Agreement No

Coordinated Bargaining Agreement No

Aerospace (Related) Yes

Health Care (Related) No

Service Contract Act (Related) No

Products Manufactured / Services

Field Service Techs for Cock-Pit Electrical Panels on Boeing Aircraft

Association (if applicable)

Not Answered

IAMAW SRF-5

SITE DETAILS

If the contract covers more than one site, please provide data for sites individually.

Employer

BAE Systems Controls, Inc.

Tradestyle Operation / Division

Not Answered

Former employer name

If applicable.

Not Answered

Street Address

8510 154th Ave NE

City

Redmond

State / Province

WA

Zip Code

98052

Reported # of Barg Unit Employees at Site

5

Reported # of IAM Members in Unit at Site

5

Union Status

Dues Required / Agency Fee

Work Place Facility (Address if different from Employer Address)

Boeing facilities in the Puget Sound area

Parent Company Name

Not Answered

Ultimate Parent Company Name

Not Answered

NAIC [FOR IAM S.R. USE ONLY]

(To be completed by IAM S.R. Staff)

Not Answered

District Lodge

751

Local Lodge

751-E

Territory / Territories

Western

Does this contract cover other site(s) not yet listed?

No

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WAGE DETAILS

Average Hourly Wage (\$)

If the bargaining unit wages are annual salaried classifications, divide the annual by 52 weeks and then by 40 hours.

\$49.88

Wage Memo

Not Answered

General Wage Increases and/or Lump Sum Payments

Please indicate if \$ or %. If no increase is negotiated, please enter "Zero"

	Effective Date	Category	Amount	Memo
First	09/03/2022	General Wage Increase (\$)	\$1.50	
Second	09/02/2023	General Wage Increase (\$)	\$1.50	
Third	09/07/2024	General Wage Increase (%)	\$1.50	
Fouth				
Fifth				
Sixth				

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OCCUPATION DETAILS

Occupation(s)

Skilled Trades - Manufacturing

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HEALTH CARE / BENEFITS DETAILS

Employee Premium Contribution

	Name	Date Rate Effective	Coverage Tier	Amount Type	Amount	Frequency	Memo
1	Health Plan	08/30/2022	Employee Only	Dollar (\$)	\$26.58	Per Week	
2	Health Plan	08/30/2022	Employee + 1	Dollar (\$)	\$57.14	Per Week	
3	Health Plan	08/30/2022	Family	Dollar (\$)	\$79.73	Per Week	
4	Dental Plan	08/30/2022	Employee Only	Dollar (\$)	\$2.53	Per Week	
5	Dental Plan	08/30/2022	Employee + 1	Dollar (\$)	\$5.06	Per Week	
6	Dental Plan	08/30/2022	Family	Dollar (\$)	\$8.35	Per Week	
7	Vision Plan	08/30/2022	Employee Only	Dollar (\$)	\$1.97	Per Week	
	Vision						

8	Plan	08/30/2022	Employee + 1	Dollar (\$)	\$4.13	Per Week
9	Vision Plan	08/30/2022	Family	Dollar (\$)	\$6.30	Per Week
10						

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EMPLOYEE SAVINGS DETAILS

	Formula	Contribution Type
1 401(K) / Savings Plan	Co match equal to \$1 for each \$1 up to 6% of pay.	Employer Matching Contribution
2 401(K) / Savings Plan	Co contributes \$4 per hour paid to a max of 40 hours per week	Employer Contribution
3		

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PENSION DETAILS

Pension / Retirement

Name	Date	Rate	Effective	Category	Amount	Type	Amount	Frequency	Memo
1									
2									
3									
4									
5									

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OTHER UNIONS ON SITE

Name(s)

Not Answered

Memo

Not Answered

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CONTRACT LANGUAGE DETAILS

Type(s) of Contract Language

Please select all that apply

Language Limiting Subcontracting
New Technology Language involving Union

Memo

Not Answered

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ADDITIONAL COMMENTS AND/OR DETAILS

Additional Comments and/or Details

Not Answered

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UPLOAD CONTRACT DOCUMENT

Please attached an electronic version of the Contract here.

BAE 2022 Final.pdf - 364 KB

[Download File](#)