

1                   **COLLECTIVE BARGAINING AGREEMENT**

2                   **BY AND BETWEEN**

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4  
5                   **DEFENSE SUPPORT SERVICES (DS2), LLC**

6  
7                   **AND**

8  
9                   **M1 SUPPORT SERVICES, LP**

10  
11                   **AND**

12  
13                   **THE**  
14                   **INTERNATIONAL ASSOCIATION OF MACHINISTS AND**  
15                   **AEROSPACE WORKERS, AFL-CIO**

16  
17                   **AT**

18  
19                   **Gray Army Airfield location, Joint Base Lewis-McChord**  
20                   **(JBLM), Washington**

21  
22                   **(NLRB Case No. 19-RC-067978)**

23  
24                   **EFFECTIVE MARCH 23, 2013**  
25  
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1 **PREAMBLE**

2 This Agreement is effective March 23, 2013 by and between Defense Support Services (DS2),  
3 LLC and M1 Support Services, LP, hereinafter referred to as the "Companies", and District  
4 Lodge No. 751 of the International Association of Machinists and Aerospace Workers, AFL-CIO,  
5 hereinafter referred to as the "Union" with respect to work performed at Gray Army Airfield  
6 location, Joint Base Lewis-McChord (JBLM), Washington.

7 **ARTICLE 1 - INTENT AND PURPOSE**

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

15 **ARTICLE 2 – RECOGNITION AND BARGAINING UNIT**

16 The Companies recognizes the Union certified by the National Labor Relations Board Case No.  
17 19-RC-067978 dated December 22, 2011, as the exclusive bargaining representative of all  
18 employees stipulated in the Board's Certification of Representation as follows. The Bargaining  
19 Unit shall consist of all full-time and regular part-time employees employed by the Company at  
20 its Gray Army Airfield location, Joint Base Lewis-McChord (JBLM), Washington and TDY teams  
21 temporarily assigned out of JBLM.

22 **ARTICLE 3 – MANAGEMENT RIGHTS**

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

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

38 **ARTICLE 4 – SENIORITY**

39 **Section 1.** Seniority of an employee is the length of his/her continuous service within the  
40 bargaining unit including time spent with predecessor companies under this contract located at  
41 Gray Army Airfield location, Joint Base Lewis-McChord (JBLM), Washington and any  
42 Temporary Duty (TDY) assignments. An employee shall hold seniority in the job classification as  
43 listed in Article 15 of this Agreement to which he/she has been assigned.

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

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

13 **Section 2.** In cases of layoff, the employee with the least seniority in the affected job  
14 classification shall be laid off first. Employees selected for layoff may elect to bump into lower  
15 rated classifications for which they're qualified to perform. The employee will inform the  
16 Companies of his/her election to bump within five (5) business days following his/her notice of  
17 layoff. In recall back to work, the employee with the most seniority qualified to perform in the  
18 open job classification shall be recalled first.

19 **Section 3.** For the purpose of recall, the Companies shall designate by classification the  
20 number of positions within each division to be restored. Employees bumped during previous  
21 layoffs will be offered right of first refusal for restored positions for which they are qualified on  
22 the basis of seniority. Employees who decline such offers will have no further recall rights to  
23 previous positions. Restored positions occurring after such procedure shall be filled by the most  
24 senior employee on layoff possessing the required skills and abilities of the restored position.

25 **Section 4.** Notification of openings for recall shall be given by the Companies by certified mail  
26 to the last mailing address furnished by the employee. A copy of such notice shall also be sent  
27 to the Union. In order to preserve their recall rights, employees must notify the Companies of  
28 their intent to return to work within three (3) working days of receipt of delivery of the recall  
29 notice and must report to work within eighteen (18) calendar days after employee's receipt of  
30 the notice of recall. If the employee does not respond as required by this Section, the next  
31 senior employee may be recalled and the notified employee will be removed from the recall list.  
32 Nothing in this section will preclude the Companies from making direct contact with the  
33 employee by phone and/or the employee returning as soon as possible. Specific return dates  
34 will be determined by the Companies.

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

38 **Section 6.** In the event of a reduction in the workforce the Companies, when possible, shall  
39 notify the Union in writing at least fourteen (14) days prior to the reduction. Such notice shall  
40 include the job classification(s) affected and the names of employees to be reduced. If the  
41 Companies are notified by the customer to reduce personnel with less than fourteen (14) days'  
42 notice, the Companies shall notify the Union immediately.

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

44 (a) Resignation.

45 (b) Discharge for just cause.

46 (c) Layoff in excess eighteen (18) months.

1 (d) Failure to return to work at the expiration of a leave of absence.

2 (e) Failure to return to work within eighteen (18) calendar days after the receipt of the notice  
3 of being recalled from layoff unless excused by the Companies.

4 (f) Job abandonment or voluntary quit.

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

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

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

16 (a) This authorization and assignment shall continue in full force and effect for yearly periods  
17 beyond the irrevocable period set forth above, and such subsequent yearly period shall be  
18 similarly irrevocable unless revoked within ten (10) calendar days but not less than three  
19 (3) days prior to the date of termination of any irrevocable period hereof. Such revocation  
20 shall be affected by written notice to the Companies, and a copy sent by certified mail,  
21 return receipt requested, to the Union within such ten (10) day period.

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

26 (c) All employees of the Companies subject to the terms of this Agreement, shall, as a  
27 condition of employment, become and remain members in good standing of the Union.  
28 This requirement shall take effect thirty-one (31) days following the beginning of  
29 employment in a position covered by this Agreement. The only obligation imposed by this  
30 Section shall be the payment of regular or periodic dues or representation fees.

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

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

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

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

(h) The Companies shall issue all reports distributed to the Union electronically. Accounts will be established for a focal designated by the Union. It will be the responsibility of the Union to submit all changes in focals to the Companies.

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

## **ARTICLE 6 – UNION REPRESENTATIVE ACCESS**

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

## **ARTICLE 7 – SHOP STEWARDS**

**Section 1.** The Companies recognize the right of the Union to designate Shop Stewards and Alternates from the Companies' seniority list. The number of Shop Stewards shall be a number required by the Union to assure employees in the unit ready access to a Shop Steward in their assigned work location. It is agreed this objective can be achieved with not more than eight (8) Shop Stewards on site at JBLM and one (1) Shop Steward on each TDY in excess of thirty (30) days duration with over fifteen (15) employees, unless modified by mutual agreement. The authority of the Shop Stewards and Alternates so designated by the Union shall include the following duties and activities:

a. The investigation and presentation of grievances to the Companies or the designated Companies' representative in accordance with these provisions:

1. To consult with an employee regarding a question concerning this Agreement, complaint, or grievance for which the employee desires a Shop Steward to be present.
2. To investigate a complaint or grievance before presentation to the appropriate Management personnel.
3. To present a question concerning this Agreement, complaint or grievance to an employee's immediate Manager in an attempt to settle the matter for the employee or

group of employees who may be similarly affected.

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

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

1. been reduced to writing, or

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

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

**Section 3.** New employees hired by the Companies, who are to be covered by this Agreement, shall be introduced to the Shop Steward assigned to represent the new employee's area of assignment, during the new employees' first week of employment or during orientation. The Shop Steward shall be allowed reasonable time not to exceed fifteen (15) minutes, with the new employee, subject to work requirements, for the purpose of welcoming them, sharing a copy of this Agreement, and explaining the mutual desire for maintaining a positive relationship between all parties.

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

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

**Section 2.** In all cases of dismissal or suspension for just cause, the Site Supervisor will notify the Shop Steward and meet with him/her. Consistent with appropriate policies and procedures and in accordance with DS2 227 Revision 6, dated August 16, 2010, and M1 Support Services HO-03-20 Disciplinary Actions dated January 1, 2009, the Site Supervisor will advise the Shop Steward of the reason the action is being taken. The Site Supervisor or the Shop Steward may request to have the employee(s) present at the meeting, whenever practical. The Shop Steward will be given time to meet with the employee prior to meeting the Site Supervisor. The Site Supervisor shall notify the assigned Shop Steward of all dismissals or suspensions.

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

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

**Section 1.** It is the intent of this Article to establish a means for prompt adjustment of working

1 problems and personal grievances at the job level by conference between the Supervisor and  
2 the employee involved, provided the Shop Steward has been given an opportunity to be  
3 present. If not resolved at this informal level, a formal written grievance may be filed. The  
4 grievance shall contain a full statement of the grievance and the facts upon which it is based,  
5 the Section of this Agreement alleged to have been violated and the action, remedy or  
6 adjustment sought. In grievances filed on behalf of individual employees, the grievance shall be  
7 signed, by the affected employee, prior to Step 1 of the Grievance Procedure. Grievances shall  
8 be processed according to the steps and time limits specified. These time limits may be  
9 extended upon written mutual consent of the parties. No grievances shall be filed or processed  
10 based on facts or events, or omissions within the employee's knowledge which have occurred  
11 more than ten (10) working days before such grievance is filed. Both parties agree to exert an  
12 earnest effort to settle such grievance promptly through the following steps:

13 **Step 1.** The employee involved shall first confer with his/her Supervisor in order to amicably  
14 settle the matter, provided the Steward has been given an opportunity to be present. Any  
15 and all grievances shall be handled during normal working hours without any unnecessary  
16 interruption of work. If the dispute is not resolved amicably then the Shop Steward may  
17 reduce the grievance to writing. Within five (5) work days after receipt of grievance the  
18 Supervisor shall submit a written answer to the affected employee and Shop Steward. The  
19 Union Business Representative may act on behalf of an aggrieved employee.

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

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

34 **Step 4.** The Union's Business Representative may submit, within twenty (20) work days  
35 following the Company's Step 3 answer, written notice to the Company Human Resources  
36 Director of its intent to arbitrate. The Union will request the Federal Mediation and  
37 Conciliation Service to submit an arbitration panel of seven (7) names to each party. The  
38 Union and the Company shall alternately strike one name from such list (the Company and  
39 Union shall alternate which party shall make the first strike, Company to make initial strike)  
40 until only one name remains and that person shall be the arbitrator. The Parties will notify  
41 the Arbitrator of their selection and will coordinate schedules between the Company,  
42 Arbitrator and Union. The cost of the Arbitrator will be shared equally among the parties.  
43 The Company and the Union will continue to attempt to resolve the grievance prior to  
44 arbitration.

45 **Section 2.** The arguments before the Arbitrator will be oral, written or both. The Arbitrator shall  
46 not have the authority to add to, subtract from, modify, alter or change any of the terms of this  
47 Agreement. The Arbitrator's authority is to interpret and apply provisions of this Agreement. The  
48 Arbitrator shall be bound entirely by the records presented in the form of evidence presented at



the hearing and the Collective Bargaining Agreement.

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

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

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

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

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

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

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

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

**Section 3.** The workweek for payroll purposes shall consist of seven (7) consecutive calendar days beginning on Monday and running through the following Sunday.

**Section 4.** A shift differential premium shall be paid to employees assigned to working mid, weekend or night shifts at applicable hourly rates of pay, plus a shift differential of thirty-five cents (\$0.35) per hour for all hours paid. Currently, the amount for shift differential will be fifty cents (\$0.50) per hour for all hours paid. Effective September 23, 2013, shift differential will increase to sixty cents (\$.60) per hour. Effective September 22, 2014, shift differential will increase to seventy cents (\$0.70) per hour.

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

**Section 6.** An employee who is called and reports back to work after he/she has completed his/her regularly assigned shift and clocked out for the day and left the site shall receive a minimum of four (4) hours pay at his/her applicable working rate of pay. The Companies will not impose a temporary shift in order to deprive an employee of call back pay or overtime.

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

second half of their work day.

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

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

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

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

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

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

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

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

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

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

**Section 13.** Effective with this Agreement, employees will be considered to be assigned to their preferred shift. As openings occur on any shift, they will be filled by the highest senior employee in the job classification with a shift preference on file. At anytime there are insufficient numbers of volunteers on file, the openings shall be filled by the least senior person in the job classification with the qualifications and certifications for the required airframe. If the Companies determine the seniority preferences above are not providing the skills, qualifications and certifications to accomplish the work, they can make shift assignments as needed.

## ARTICLE 11 - HOLIDAYS

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

leave shall not be considered on the active payroll.

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

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

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

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

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

## ARTICLE 12 – VACATIONS

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

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

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

Years of Service	Annual Vacation	M1 Bi-Weekly	DS2 Weekly	Annual Carryover
Zero (0) years of service but less than five (5) years	96	3.69	1.85	96
Five (5) or more years of service but less than ten (10) years	136	5.23	2.62	136
Ten (10) or more years	176	6.77	3.39	176

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

Years of Service	Annual Vacation	M1 Bi-Weekly	DS2 Weekly	Annual Carryover
Zero (0) years of service but less than five (5) years	104	4.0	2.0	104
Five (5) or more years of service but less than ten (10) years	144	5.54	2.77	144
Ten (10) or more years	184	7.08	3.54	184

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

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

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

Effective the last day of the pay period in the year, employees may carry over accrued, unused vacation equal to the annual accrual shown above. Vacation amounts in excess of this limit will be paid out to the employee during the month of January.

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

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

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

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

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

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

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

## ARTICLE 13 – JURY DUTY

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

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

## ARTICLE 14 – BEREAVEMENT

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

## ARTICLE 15 – WAGES AND JOB CLASSIFICATION

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

	Current	9/23/2013		9/22/2014	
Classification	2.75%	\$0.25	3%	\$0.25	3.25%
A/C Mechanic Helper	\$18.74	\$18.99	\$19.56	\$19.81	\$20.46
A/C Quality Control Inspection	\$28.98		\$29.84		\$30.81
Aircraft Worker	\$20.73	\$20.98	\$21.61	\$21.86	\$22.58
Computer Operator V	\$23.48	\$23.73	\$24.44	\$24.69	\$25.49
Environmental Specialist	\$28.98		\$29.84		\$30.81
Ground Support Equipment Mechanic	\$27.59		\$28.42		\$29.34
Material Coordinator	\$19.44		\$20.02		\$20.67
Mechanic I	\$27.59		\$28.42		\$29.34
Mechanic II	\$28.98		\$29.84		\$30.81
Mechanic III	\$30.41		\$31.33		\$32.34
Painter, Aircraft	\$21.77	\$22.02	\$22.68	\$22.93	\$23.68
Production Control Clerk	\$19.88		\$20.48		\$21.14
Stock Clerk	\$13.23	\$13.48	\$13.89	\$14.13	\$14.60
Supply Tech	\$22.81		\$23.49		\$24.26
Chief Maint Test Pilot Rotor	\$43.16		\$44.45		\$45.89
Maintenance Test Pilot Rotor	\$41.10		\$42.33		\$43.71
Tools and Parts Attendant	\$14.67	\$14.92	\$15.37	\$15.62	\$16.13
Warehouse Specialist	\$14.67	\$14.92	\$15.37	\$15.62	\$16.13

**NOTE:** The Company agrees to upgrade to Mechanic II when working on designated depot level repairs.

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

Special Assignment	Differential	Per
MDS Lead (Mission Design Series)	\$1.00	Hr
Dock Lead	\$1.00	Hr
Back Shop Lead	\$1.00	Hr
Fuel Cell Entry (performing)	\$0.75	Hr
Flight Time Premium – Crew	\$10.00	Hr
ACE Certification	Upgrade to Aircraft Quality Control Inspector when performing the function	Hr

#### ARTICLE 16 - FIELD DUTY

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

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

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

**Section 4.** While an employee is assigned to a TDY location, travel to that TDY location and returning to his/her regular work station from such assignment, he/she shall be paid, at the applicable working rate for all travel in accordance with the following. If traveling by Common Carrier, the employee shall be allowed actual travel time from home to the destination worksite or quarters. Upon return, the employee shall be allowed actual travel time from the worksite or quarters to home. If the employee travels by personally owned vehicle (POV) or Company provided vehicle, and the use of such conveyance is Company-directed, the actual time of travel from departure to arrival at the worksite or quarters will be used for the travel time. For travel by POV or Company provided vehicle, travel shall not exceed twelve (12) hours in a twenty-four (24) hour period. Travel time is considered time worked for the purpose of computing overtime. If the employee travels by personally owned vehicle (POV), they shall receive pay for mileage per JTR computed rate.

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

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

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

## **ARTICLE 17 – HEALTH AND WELFARE**

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

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

- a) DS2 Employee Health and Dental weekly contributions are listed below.

<b>Coverage</b>	<b>Employee</b>		
	<b>Health</b>	<b>Dental Low</b>	<b>Dental High</b>
Employee	\$36.74	\$1.72	\$2.83
Employee/Child	\$51.36	\$3.78	\$6.22
Employee/Spouse	\$84.28	\$3.43	\$5.66
Family	\$98.91	\$5.15	\$8.48

- b) M1 Support Services Employee Health and Dental biweekly contributions are listed below.

<b>Coverage</b>	<b>Employee</b>		
	<b>Health</b>	<b>Dental Low</b>	<b>Dental High</b>
Employee	\$73.47	\$3.43	\$5.65
Employee/Child	\$102.72	\$7.55	\$12.44
Employee/Spouse	\$168.55	\$6.86	\$11.31
Family	\$197.81	\$10.29	\$16.96

- c) Effective January 1, 2014, health and dental premiums will be shared between the Company and the employee with the Company paying eighty (80) percent and the employee paying twenty (20) percent of the increase for each plan to a maximum of \$10.00 per plan per week. The Companies and the Union agree to meet prior to each benefit year to look at possible options to improve and incorporate a medical plan covering all bargaining unit employees.
- d) Employees may elect to waive health insurance coverage and receive the following waiver amounts.

1

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

2

All employees electing to opt out of medical will receive:	
Effective 4/1/2014	\$40 per week
Effective 4/1/2015	\$50 per week

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

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

11 **Section 4. Short and Long Term Disability.** The Companies will provide Short-Term  
12 Disability to all employees as described in the Summary Plan Description. The STD insurance  
13 provides a benefit of up to sixty-six and two thirds (66.67) percent of wages to a maximum  
14 benefit of \$750 per week, following a seven (7) calendar-day waiting period, for up to twenty-six  
15 (26) weeks. The Companies will make available for employee purchase via payroll deduction  
16 optional long-term disability insurance (LTD) as defined in the Summary Plan Description for  
17 employees.

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

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

### 21 **Section 1. Pension.**

22 A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension  
23 Plan for each hour/day or portion thereof for which employees in all job classifications  
24 covered by this Agreement are entitled to receive pay under this Agreement as follows:

	<u>Per Hour</u>
Current	\$.15
January 1, 2014	\$.30
April 1, 2014	\$.50
April 1, 2015	\$.75

25 If the employee is paid only for a portion of an hour/day, contributions will be made by  
26 the Companies for the full hour/day.

27 B. The Companies shall continue contributions based on forty (40) hour work week while  
28 an employee is off work due to paid vacations or paid holidays. The Companies shall



1 also make contributions whenever an employee received severance pay, vacation pay at  
2 termination, or vacation pay in lieu of time off.

3 C. Contributions for a new, part-time and full-time employee are payable from the first day  
4 of employment.

5 D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to,  
6 the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National  
7 Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension  
8 Fund in establishing and administering the foregoing Plan pursuant to the said Trust  
9 Agreement, as currently in effect and as the Trust and Plan may be amended from time  
10 to time.

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

16 F. This Article contains the entire agreement between the parties regarding pensions and  
17 retirement under this Plan and any contrary provision in this Agreement shall be void.  
18 No oral or written modification of this Agreement shall be binding upon the Trustees of  
19 the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration  
20 decision with respect to the obligation to contribute shall be binding upon the Trustees  
21 of the said Pension Fund.

22 **Section 2.** Employees may contribute to the Company's 401(k) Plan via payroll deduction.  
23 There will be no Company matching contributions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 **Section 9.** Any member of the Union elected or appointed to a full time Union position may,  
36 upon written request by the Union, be granted a leave of absence for Union activities up to a  
37 three (3)-year period and with the opportunity to request extensions. Employees on such leave  
38 shall continue to accrue seniority. Not more than one (1) employee shall be on such leave at  
39 any one time. If the employee's group insurance through the Company is to be continued, the  
40 Union or the employee shall be required to pay the full monthly insurance premium.

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

1                                   **ARTICLE 20 – NO STRIKES OR LOCKOUTS**

2   The Union agrees that it shall not engage in, authorize or recognize any strikes, picketing or  
3   other interruption of the Company's normal operations during the term of this Agreement; the  
4   Companies agree that they shall not lock out the employees during the term of this Agreement.

5                                   **ARTICLE 21 – BULLETIN BOARDS**

6   The Companies shall provide three (3) bulletin boards in the three (3) most populated hangars  
7   for the Union to post official Union information for their membership. The boards shall be  
8   located in areas visible and accessible to members in all locations work is performed. Where  
9   boards cannot be posted, a binder containing the same information shall be made available to  
10   the members.

11                                  **ARTICLE 22 – COMPLETE AGREEMENT**

12   The parties acknowledge that during the negotiations which resulted in this Agreement, each  
13   had the unlimited right and opportunity to make demands and proposals with respect to any  
14   subject or matter not removed by law from the area of collective bargaining, and that the  
15   understanding and agreements arrived at by the parties after the exercises of that right and  
16   opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement,  
17   waive the right, and each agrees that the other shall not be obligated, except as otherwise  
18   provided in this Agreement, to bargain collectively with respect to any subject of matter referred  
19   to or covered in this Agreement. Further, the parties, for the life of this Agreement, waive the  
20   right, and each agrees that the other shall not be obligated to bargain collectively with respect to  
21   any subject or matter not specifically referred to or covered in this Agreement, even though such  
22   subject or matter may not have been within the knowledge or contemplation of any of the parties  
23   at the time this Agreement was negotiated or signed.

24                                  **ARTICLE 23 – SCOPE OF AGREEMENT**

25   Should the Companies establish any new facilities that results in work or services presently  
26   performed under this Agreement being transferred, the Companies agree to consult with the  
27   Union and offer employees who are adversely affected job opportunities that may be available  
28   at the new facilities.

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

36                                  **ARTICLE 24 – NON-DISCRIMINATION**

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

40   **Section 2.** The Companies agree that it will not discriminate against any employee because of  
41   his/her membership in the Union.

## ARTICLE 25– GENERAL PROVISIONS

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

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

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

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

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

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

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

## ARTICLE 26 – TRAINING AND APPRENTICESHIP

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

1 **ARTICLE 27 – JOINT SAFETY COMMITTEE**

2 The Union shall appoint two (2) members from the bargaining unit to serve on a joint  
3 Union/Companies' safety committee. This committee will be tasked with meeting a minimum  
4 one (1) time per quarter to discuss and implement safety procedures and equipment. The  
5 Companies shall provide OSHA-compliant personal protective equipment (PPE) as required for  
6 use in performing work.

7 **ARTICLE 28 – MNPL**

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

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

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

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

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

26 **ARTICLE 29 – GUIDE DOGS OF AMERICA**

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

32 **ARTICLE 30 – MACHINISTS CUSTOM CHOICES**

33 This Agreement acknowledges that the Companies have agreed to allow the Union to offer the  
34 Machinists Custom Choices Worksite Benefits program to its members in the bargaining unit  
35 through their designated representative. It is understood that all policyholder service will be  
36 provided by the underwriter and that employees will be given an opportunity annually to spend  
37 up to fifteen (15) minutes before and after hours with a representative on site. This service will  
38 begin as soon as practicable. It is understood that the Company is not the plan sponsor and is  
39 not responsible for plan administration, enrollment, or communication. However, the  
40 Companies will allow payroll deduction for any elected services.

41 **ARTICLE 31 - DEFINITIONS**

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

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

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

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

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

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

## **ARTICLE 32 – DRUG AND ALCOHOL FREE WORKPLACE**

The Company and the Union recognize the importance of maintaining a drug and alcohol free workplace and agree that the Company can, from time to time, implement changes to its current rules and regulations designed to identify drug and alcohol use and to fix and impose penalties for the violation thereof.

### **Random Drug Testing**

- 1) Employees working on JBLM Maintenance Support Contract projects will be required to submit to drug testing on a random basis.
- 2) Employees covered by this CBA, will be included in a pool of employees to be tested. Selection of employees for random testing will be conducted through the use of a blind random number generator or other neutral selection process and will not include more than ten (10) percent of employees in the designated pool in any given year.
- 3) When an employee is selected for random testing, the employee will be notified within twenty-four (24) hours of the time the test is scheduled to occur.
- 4) An employee whose random drug test is deferred will be subject to an unannounced test within sixty (60) days.
- 5) Other testing, as required by government contracts, and/or rules and regulations of federal government agencies, will be conducted under applicable terms and conditions.
- 6) Employees are expected to cooperate fully during a drug test. The employee will be advised that the drug test is mandatory, not voluntary. The employees will read and sign the Company's Drug Testing consent form prior to testing. The form will include the authorization to release all of the results to the Company. The employee will receive a copy of all positive test results at no cost to the employee.
- 7) During an alcohol/drug test, the employee will be required to provide biological specimens. All testing will be conducted by a Company-approved medical testing laboratory, with split sample integrity and chain-of-custody procedures in place, to ensure proper specimen collection and handling security. Any test sample result that comes back positive will be re-tested to verify the accuracy of the results. The employee will receive a copy of all findings the Company receives, at no cost.
- 8) Where employees are found to have tested positive on a split sample random drug test, the employee will immediately be suspended without pay. The employee will be given

1 the option of attending a Company-approved rehabilitation program or termination of  
2 employment.

3 9) If such employee elects to participate in a Company-approved rehabilitation program,  
4 the employee will be granted a thirty (30) day leave of absence without pay to attend  
5 such a program. The length of the leave may be extended up to an additional thirty (30)  
6 days upon recommendation of the rehabilitation counselor or physician. A request by a  
7 rehabilitation counselor and/or physician for an additional extension of leave without pay  
8 shall be evaluated by the Company based on its merit and will not be unreasonably  
9 denied.

10 10) Upon completion of the rehabilitation program the employee will present the appropriate  
11 documentation signed by the program's counselor or physician indicating the employee  
12 has successfully completed the program and releasing the employee to return to work.  
13 The employee will be required to take a split sample drug test prior to return to work.  
14 Should this test be positive the employee will be terminated. If this test is negative, the  
15 employee will return to work as soon as possible to the last position held.

16 11) An employee who has tested positive on a split sample random drug test and  
17 successfully completed a rehabilitation program and returned to work must agree to be  
18 subject to unannounced testing once during each six months of an eighteen (18) month  
19 period from his/her date of return to work as a condition of continued employment. If the  
20 employee tests positive in a subsequent drug test their employment will be terminated.

#### 21 **ARTICLE 33 – DURATION**

22 Upon ratification, this Agreement will be in full force and effect March 23, 2013, to and including  
23 August 2, 2015 and will continue from year to year thereafter unless written notice of desire to  
24 negotiate changes or revisions or terminate this Agreement is served by either party upon the  
25 other at least sixty (60) days prior to the date of expiration by certified mail.

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

1  
2 In witness whereof the parties hereto have caused this Agreement to be executed by their authorized  
3 representative.  
4

5  
6 **DS2 AND M1 SUPPORT SVCS**

**IAM&AW DL 751**

7  
8  
9  
10 \_\_\_\_\_  
11 Don Smith, Manager  
12 DS2 Labor Relations

\_\_\_\_\_

Ray Moffatt, CoS  
IAM Aerospace Territory

13  
14 \_\_\_\_\_  
15 Samuel N. Flint, Manager  
16 DS2 Human Resources

\_\_\_\_\_

Tom Wroblewski  
District President & DBR

17  
18 \_\_\_\_\_  
19 Rodney Goodloe  
20 DS2 Program Manger

\_\_\_\_\_

Jon Holden  
Business Representative

21  
22 \_\_\_\_\_  
23 Billie Dickson, Manager  
24 M1 Human Resources

\_\_\_\_\_

Joe Crockett  
Business Representative

25  
26 \_\_\_\_\_  
27 Jimmy Martin  
28 Negotiating Committee Mbr



## ADDENDUM

The purpose of this Addendum is to denote several differences between DS2 and M1 Support Services' administrative policies.

### **WORK WEEKS**

M1 Support Services' work week is Saturday running through the following Friday.

DS2's work week is Monday running through the following Sunday.

### **PAY PERIODS**

M1 employees are paid bi-weekly.

DS2 employees are paid weekly.