

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MACCS/EASI JV1, LLC,

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE 4,

LOCAL LODGE 24

AT

**JOINT BASE ANDREWS, MD**

EFFECTIVE

September 1, **2023** through August 31, **2026**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
Table of Contents	Page 2
Purpose of Agreement	Page 3
Article <b>1</b> – General Conditions of Contract	Page 4
Article <b>2</b> – Union – Company Relations	Page 9
Article <b>3</b> – Grievance Procedure and Arbitration	Page 12
Article <b>4</b> – Seniority	Page 15
Article <b>5</b> – Employment Conditions	Page 19
Article <b>6</b> – Employee Privileges	Page 22
Article <b>7</b> – Pay Provisions	Page 27
Article <b>8</b> – Job Descriptions (See Appendix E)	Page 30
Article <b>9</b> – Management Rights/Subcontracting	Page 31
Article <b>10</b> – Substance Abuse	Page 32
Signature Page	Page 33
Appendix A – Classifications and Rates of Pay	Page 34
Appendix B – Employee Benefits	Page 35
Appendix C – Attendance Policy	Page 37
Appendix D – Inclement Weather	Page 39
Appendix E – Job Description	Page 41
Appendix F – Substance Abuse	Page 42

## PURPOSE OF AGREEMENT

This Agreement, entered into by and between MACCS/EASI JV1, LLC (hereinafter called "the Company"), and the International Association of Machinists and Aerospace Workers, AFL- CIO, District Lodge No. 4, Local Lodge No. 24 (hereinafter called "the Union"), a non-profit organization, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, as they are defined in Article I, Section 2, of this Agreement, and the Union as their Representatives.

The purpose of this Agreement is to provide for wages, benefits, terms and conditions of employment for employees in the bargaining unit, and to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among employees and between employees and the Company, and the Union and the Company; that operations must be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government; and that the business of the Company must be operated with economy and efficiency with due regard to competitive conditions. It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and working conditions and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby. The parties recognize the skills and the abilities of the bargaining unit are unique and distinct in the interest of National Security and are highly skilled and dedicated professional in supporting Andrews Support Division (ASD) Special Air Missions (SAM) missions carrying world leaders.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1**

### **GENERAL CONDITIONS OF CONTRACT**

#### **Section 1- General Provisions**

(A) In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and agreeing to this contract, all matters concerning which parties could contract have been considered and disposed of.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties understand and agree that this Agreement covers all bargained for conditions of employment, and that the Employer has the right, at its discretion, to change, modify or amend conditions of employment not so covered as its business judgment dictates.

(C) It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender it shall be recognized as referring to both males and females

(D) This Agreement can be changed or modified by mutual agreement only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives.

(E) The waiver of any conditions or breach of this Agreement by either party shall not constitute a precedent for any further waiver of such condition or breach.

(F) It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all of the provisions of this Agreement.

#### **Section 2 - Recognition and Exclusive Representation**

(A) Definition of Bargaining Unit and Employees Covered by this Agreement.

The Company recognizes the Union as the sole exclusive representative and bargaining agent with respect to rates of pay, wages, hours and other conditions of employment for the bargaining unit comprised of all full-time regular and part-time employees employed by MACCS/EASI JV1, LLC, at Joint Base Andrews in the classification of Transient Alert Mechanic. The word "employee" or "employees", as used in this Agreement, means all employees of the Company employed at the aforementioned site in the job classification listed in Appendix A of this Agreement and that provided for in Article 8 of this Agreement:

(B) Excluded are all site managers, assistant site managers, transient and dock aircraft supervisors, office clerical employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

(C) Non-Bargaining Unit Personnel

It is understood and agreed that there are times when non-bargaining unit employees may be required to perform work customarily performed by bargaining unit employees. It is also understood that Supervisors and others will be required to work with tools only to meet requirements under the conditions listed below. Therefore, the Company shall have the right to utilize non-bargaining unit employees under one or more of the following conditions:

- (1) For instruction and training purposes.
- (2) For tests, evaluation and/or experimentation purposes.
- (3) In emergencies as defined by the Company at its sole discretion provided such actions do not result in a layoff or reduction in force. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.
- (4) In limited circumstances where the satisfaction of the Company's obligation and responsibilities as a contractor may be jeopardized, when bargaining unit employee's with the necessary skills are not immediately available. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.
- (5) When an employee fails to report to work and other qualified employees are not available. Where practical, the Company will notify the applicable steward in advance of the utilization or otherwise notify by email the applicable Union Steward within a reasonable amount of time after the utilization.

### **Section 3 - Period of Agreement and Ratification**

(A) This agreement shall be effective September 1, 2023 and shall remain in full force and effective up to and including August 31, 2026. No later than June 30, 2026, the parties shall provide notice to each other to negotiate modification or amendment of this Agreement or to bargain over a new collective bargaining agreement. Where not otherwise specified, any reference to "days" in this Agreement shall mean calendar days.

(B) Any notice given under this section shall be deemed to be served by the Union when mailed postage prepaid, registered mail, return receipt requested, or delivered in hand, to the Company President for service upon the Company, and such notice shall be deemed to be served by the Company when similarly mailed, or delivered in hand, to the assigned Business Representative, District Lodge No. 4, for service upon the Union. The date of mailing shown on the registered mail return receipt or the date of written receipt of personal service shall be the controlling date for purposes of Section 3(A) of this Agreement.

### **Section 4 -Successors and Assigns**

In the event the Employer decides to sell, transfer or assign the business, this Agreement will be subject to existing Federal Labor Law.

### **Section 5 – Separability/Counterparts**

(A) Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

(B) The Company and the Union shall, within thirty (30) days, negotiate the provision of the Agreement affected by such legislation or court decree. Any modification or changes to this agreement brought about by the above negotiations shall be in writing and signed by the parties hereto.

(C) This Agreement may be executed in two (2) original counterparts, each of which shall be an original, but all of which together shall constitute one and the same document, and may be transmitted by facsimile or email. Each copy, facsimile copy, or emailed copy shall constitute an original of this Agreement.

### **Section 6 - Strikes and Lockouts**

(A) The Union, its officers, agents, representatives, stewards and the employees covered by this Agreement agree that during the term of this Agreement there shall be no strikes, including sympathy strikes, honoring or observance of any picket line(s), (whether or not such picket line(s) is sanctioned by the Union), sit downs, slowdowns, work stoppages or any acts that interfere with the Employer's operations and services it renders. The Union, its officers, agents, representatives and stewards by accepting such provisions has assumed the responsibility of affirmatively preventing violations of this Article. The Employer shall have the right to selectively discipline any employee(s) who violate(s) this provision, up to and including termination, and the union is precluded from arguing disparate treatment. An arbitrator has only the jurisdiction to decide whether or not the affected employee(s) so disciplined did in fact violate the provisions contained herein.

The Employer agrees that during the term of this Agreement there shall be no lockouts.

(B) In the event of an alleged violation of Section 6(A) of this Article, the Company may immediately apply to the proper United States District Court for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation, pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

In addition to any other remedy set forth in this Article, the Company, without submitting the issue of damages to arbitration, may institute in any Court of competent jurisdiction, an action against the Union for damages suffered by the Company as a result of a violation of this Article. The remedies set forth in this Article are not exclusive, and the Company may pursue whatever other remedies are available to it at Law or equity.

### **Section 7 - Security Regulations**

(A) The parties to this Agreement hereby recognize the Company's obligations in its contracts with the Government pertaining to security, security clearances, and access to

Government-managed property, and agree that nothing contained in this Agreement is intended to place the Company in violation of its contracts and/or security agreements with the Government.

(B) In the event that the U.S. Military Service or other Government Agency duly concerned with security regulations or operations on Government-managed property, advises the Company that any employee in the Union bargaining unit is restricted from access to Government-managed property, or restricted from work on or access to classified information and material, the Union agrees that such action as the Company may take pursuant to its contractual and/or security obligations to the Government will not be contested, nor will such action be a subject of the grievance procedure contained in Article 3 of this Agreement.

(C) In the event that such Government Agency following the taking of such action within one year advises the Company that such an employee is no longer restricted from access to Government-managed property or restricted from work on or access to classified information and material, the Company shall promptly reinstate the employee with seniority, to the same job classification held at the time such action was taken, subject to the applicable seniority provisions of the Agreement, if he/she promptly applies for such reinstatement within fifteen (15) days.

(D) It is understood by and between the parties that, as a necessary condition of employment as defined in the Company's offer letter of employment, employees shall be subject to investigation for security clearances, special access requests, national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States government on government work. Failure to apply, maintain, or gain a security clearance and/or the denial of required clearances and unescorted entry authorization by such governmental agency will be cause for release from the Company, due to inability to meet job requirements.

In the instance of an initial clearance rejection known as an "interim denial" any employee's hired after the effective date of this Agreement will have twelve (12) months from his/her date of hire to obtain his/her security clearance. At which time, if the clearance is not awarded by the proper authorities, the employee will be subject to termination at the sole discretion of the Company. Said twelve (12) month provision may be extended on a case-by case basis.

During the process of a security clearance renewal or periodic investigation as required by the Department of Defense (DOD) or other agencies of the United States government an employee's clearance is withdrawn, the employee's employment under the terms of this agreement will continue for up to twelve (12) months provided the clearance is still being processed. In the event that the required clearance is not granted within those twelve (12) months the other provisions of this Article 1, Section 7 will apply. This period may be extended on a case-by-case basis.

It is understood that there shall be no liability on the part of the Company or the Union for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government and/or non-receipt of a required clearance. Failure for whatever circumstances to meet the above requirements shall not be a cause of action under the Grievance and Arbitration provisions contained in this Agreement.

## **Section 8 – Nondiscrimination**

It is the intent of the Company and the Union to provide employees with a working environment that is free from all forms of discrimination and harassment which is or which may become unlawful during the period of this Agreement. To this end, the parties agree to comply with all applicable laws, statutes and regulations concerning nondiscrimination in employment.

### **Section 9 – Union Security (Agency Shop and Check Off)**

- (A) All employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both.
- (B) All employees within the bargaining unit on the effective date of this agreement who are not union members must, as a condition of continued employment, pay to the Union while on the active payroll, an agency fee equal in amount to monthly membership dues, beginning with the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit since their last date of hire or rehire. Employees entering the bargaining unit or employees who are rehired with seniority or transferred with seniority into the bargaining unit after the effective date of this Agreement who do not become union members, or having become do not remain union members, must, as a condition of employment, while on the active payroll, pay such fee to the Union commencing the month following the month in which they accumulate thirty (30) days' continuous service in the bargaining unit if such entry is prior to the fifteenth (15<sup>th</sup>) day of that month or commencing with the month following the month of such entry into the bargaining unit if such entry is on or after the fifteenth (15<sup>th</sup>) day of that month.
- (C) Employees who are union members on the effective date of the Agreement shall continue to pay membership dues to the Union as a condition of continued employment while in the bargaining unit and on the active payroll as long as they remain members of the Union; employees within the bargaining unit who after the effective date of this Agreement become members of the Union shall pay, while on the active payroll, an original initiation fee and membership dues to the Union, as a condition of continued employment while in the bargaining unit and while remaining a Union member; provided that in no event shall the initiation fee and membership dues exceed the amount specified in the Constitution and/or By-Laws of the Union.
- (D) Any employee required to pay an agency fee, membership dues, or initiation or reinstatement fee as a condition of continued employment who fails to tender the agency fee or initiation, reinstatement, or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed to the Company not later than fifteen (15) days prior to such request that the Company take final action on a delinquency. The Company will within ten (10) workdays, after receipt of notice from the Union, discharge any employee who is not in good standing in the Union or fails to pay applicable agency fees as required by paragraphs A-D of this Article. Any employee so discharged shall be deemed to be discharged for "just cause". "Good standing" is defined as in compliance with standards permitted by NLRB and court decisions relating to Union shop requirements.
- (E) The Company agrees to deduct from an employee's payroll check, Union dues, initiation fees, assessments, or agency fees for all employees covered by this Agreement, provided that the Union or the employee delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the



expiration date of this agreement, whichever shall occur sooner. The Company shall make deductions for each member or agency fee payer from the first pay of such member or agency fee payer each month.

- (F) Such payroll deductions referred to in paragraph (E) of this Article shall be remitted to the Secretary Treasurer of the Union the week immediately following the payroll deductions are made. The Company shall furnish to the Secretary Treasurer of the Union monthly, a record of those from whom deductions have been made and the amounts of the deductions. The company shall provide to the Secretary Treasurer of the Union with a listing, on a monthly basis, of all newly hired or laid-off employees.
- (G) Should an employee be promoted or transferred to a managerial/salaried classification not covered by this Agreement, the Company shall cease deducting applicable service fees or dues from such employee. When ceasing to deduct applicable service fees or dues for reasons cited in this section, the Company shall submit the names of such employees, and the reasons for no deduction to the Financial Secretary of District Lodge No 4.
- (H) Nothing contained in this Article shall be construed to require the Company to violate any applicable law. It is understood and agreed that the Union will save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution, placing in effect or carrying out of the terms of this Article by the Company.

## **ARTICLE 2**

### **UNION - COMPANY RELATIONS**

#### **Section 1- Union Stewards**

(A) Upon execution of this Agreement, the Union shall promptly furnish the Company President or his designee, in writing, the name(s) of the Union Steward(s). Thereafter, the Union shall promptly advise the Company President or his designee, in writing, of any change in Stewards. No Steward will be recognized as such by the Company prior to receipt of written notice of notification. From among the bargaining unit employees employed by the Company at this location, the Union will designate and the Company will recognize not more than two (2) Union Stewards to serve as the Union's agents in the representation of employees.

After notification to the Company President or his designee, the Union will appoint an Alternate Steward (within the assigned work area) who will only serve in the absence of the elected steward. Union Stewards shall be selected to represent the employee in the following work areas: Transient Alert.

(B) Except as otherwise specifically provided for in the Agreement, union stewards shall not be compensated by the Company for their duties on behalf of the Union. Compensation shall be governed by the following rules:

1. Arbitrations – Each party shall be responsible to compensate their respective representatives and any persons they select to attend such meetings.

2. Meetings scheduled at the unilateral request of the Union – the Union shall compensate all attendees from the Union. Such meetings involve steward training, Union Elections, Union Conferences, etc.
  3. Meetings scheduled at the unilateral request of the Company – The Company shall compensate all attendees from the Union. Such meetings involve:
    - a. Periodic or special communications meetings called by management for the purpose of communications of Company events, policies or plans.
    - b. Shop Stewards called in by the Company when requested by an employee to be present for investigations that may result in discipline. When requested by the employee, the Company will notify the shop steward on duty prior to starting the investigation.
    - c. To discuss safety hazards and/or make safety recommendations to the management of his/her area.
- (C) With prior notice to and with permission of the Union Steward's Site Manager and subject to other provisions of this agreement, the Union Steward shall be authorized to meet with employees to respond to requests, complaints, and/or grievances/grievance investigations on Company time. The Company shall be obligated to relieve from duty and compensate at straight time rates the Steward(s) involved in these activities.
- (D) The scope of the Steward's activities on Company time shall be limited to the following:
- 1) To consult with an employee regarding the presentation of a request or clarification concerning this Agreement, complaint, or grievance which the employee desires the Steward to be present.
  - 2) To investigate a complaint or grievance of record before presentation.
  - 3) To present a request concerning this Agreement, complaint, or grievance to an employee's Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
  - 4) For discussions with another Steward or the authorized Business Representative of the Union on employee complaints or grievances or on matters arising out of the application of this Agreement.
- (E) It is agreed that a Steward may receive, but not solicit, grievances from employees. For purpose of this agreement, the term "solicit" means the Steward will receive grievances from employees and not petition for grievances. However, this does not limit the Steward from notifying the employee(s) that he/she has been grieved due to a breach or violation of this agreement. The Union recognizes and agrees that a Steward will carry out his/her duties with a minimum of interference with the orderly progress of Company work. Where necessary, the Steward's work schedule or assignment will be adjusted where practical, to allow for time to conduct Company-Union business as specified below:

- 1) The parties agree that the Union Official as defined in Article 3, Section 1(B) for the affected employee may attend the grievance meeting. It is also agreed that the investigation of grievances is the primary role of the Steward.
- 2) To represent the local Union at Step I and Step II of the grievance procedure as provided in Article 3, the Grievance Procedure.

## **Section 2 - Business Representatives and Union Officials**

Full time representatives of the Union shall have access to the Company's operations for the purpose of contacting Stewards regarding employee Complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company, the U.S. Military Services, and other government agencies. It is agreed that the Company will not impose regulations, which will render ineffective the intent of this provision.

Prior to entering the Company's operations, the Business Representative shall notify the President, MACCS/ EASI JV1, LLC, or his/her designee on the date and time he/she will be on the facility. While in Company areas requiring badging, the Union Representative(s) shall be escorted at all times by a Company representative that has been designated by the Site Manager. The Union Representative(s) must remain in non-work areas unless in the investigation of a grievance, his/their presence in a non-working area is considered to be essential as decided by the President, MACCS/ EASI JV1, LLC, or his designee. The failure of any Union Representative(s) to follow the procedures outlined above will be considered just cause to permanently bar said Representative(s) from the premises.

## **Section 3 - Bulletin Boards and Posting Notices**

(A) It is agreed that the Union will be permitted, in the work area, to post on one bulletin board provided by the Company.

- 1) Notices of Union recreational affairs.
- 2) Notices of Union elections and election results.
- 3) Notices of Union appointments.
- 4) Notices of Union meetings.
- 5) Other notices as mutually agreed to by the parties.

Any Company data (i.e. seniority lists, or any Company information that is stamped Proprietary, Confidential, or Company Private, etc.) furnished to the Union needs to be protected as Company proprietary information and cannot be given to outside third parties. Information provided to the Union shall not be duplicated. The Union bulletin board will be secured and locked at all times and the keys to the bulletin boards will be kept in the possession of the Company. A Union Steward shall also have a key to the bulletin board. Violations of the above will lead to dismissal if the information is released/duplicated to an outside third party by a Union Steward/Employee and permanent disbarment from Company property if released/duplicated by a full time Union Representative.

The Union will be afforded a total of one (1) locked 3ft. by 4ft. foot bulletin boards clearly identified as "Union Business" where only Union notices will be displayed. Shop Stewards will have full access to the Union Bulletin Board to post notices in accordance with the provisions contained herein.

Said bulletin boards will be located in Hangar #2, TA.

#### **Section 4 - Information Provided to the Union**

- (A) The Company will furnish to the Union Business Representative information, as required by law.
- (B) In the event of an employee being suspended or terminated, the Company will notify the appropriate Shop Steward prior to, or on the day of the action.

### **ARTICLE 3**

#### **GRIEVANCE PROCEDURE AND ARBITRATION**

##### **Section 1 - Definitions**

- A. Grievance – The term grievance as used in this Agreement is a claim involving the interpretation, application or claim of breach or violation of applicable provision(s) of this Agreement that the Company or an employee has not been able to adjust. The grievance must identify the applicable provision(s) of the Agreement that is claimed to have breached or violated and the remedy sought.
- B. All references and procedures in this Article which refer to “employee” grievances refer to the Company as well, as the Company also has the right to file a grievance under this Article.
- C. Union Official – The term Union Official as used in this agreement means any MACCS/EASI JV1, LLC personnel elected to hold a Local Lodge 24 Executive Board position.
- D. Repeat Grievance – If a grievance has been previously settled and a repeat grievance on the same issue is filed, the repeat grievance will go directly to Step Two.

##### **Section 2 - Grievance Procedure**

- Step One** The Parties agree that most issues can be successfully resolved by open discussion at the lowest possible level between the employee, the supervisor, and the Site Manager. Any employee with a complaint or issue should contact the appropriate supervisor within seven (7) business days after the employee had knowledge or should have had knowledge of the alleged occurrence in order to discuss and attempt to resolve the issue. Both parties will make every effort to resolve the issue. The employee may have his/her Union Business Representative and a Steward and a Union Official and any witnesses deemed necessary by the Union who will give first hand testimony present if desired. The Company shall inform the employee of the right to have a Union Representative present prior to the start of any investigation meeting that could lead to discipline, however no settlement shall be made without the presence of a Union Official or Steward. If the issue remains unresolved, the grievance shall be reduced to writing by submission of a grievance form. If the issue is resolved at the lowest level, the settlement results shall be written

on a grievance form and signed by the parties. If the issue remains unresolved, it will be reduced to writing for step 2 of the grievance procedure.

Any grievance settlements at Step One of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions or a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

**Step Two** If the grievance is not satisfactorily settled as outlined in Step One, a written grievance may then be presented no later than seven (7) working days to the Company or his designee after notification that the issue was not resolved at Step One. The Company President or his designated representative shall meet with the Union Business Representative and Grievant and Stewards and a Union official and any witness deemed necessary by the union who will give first hand testimony in an attempt to resolve the matter. The Company President or his designated representative shall render a written decision thereon within seven (7) working days after said meeting/appeal. If a settlement is reached, it will be reduced to written form and the matter shall be considered closed. If the Company President or his designee fails to provide a written decision within this time limit, the grievance remedy shall be advanced to the next step of this procedure.

Any grievance settlements at Step Two of the grievance process, whether by concession, withdrawal, settlement agreement or resolution actions or a failure of either party to abide by the time limits of this section, shall not constitute a precedent binding the Company or the Union, unless the parties agree, in writing that such settlement shall set a precedent binding on future grievances.

If the parties fail to resolve the grievance as outlined in Step Two, the Union or the Company may appeal the grievance to arbitration within thirty (30) calendar days after written decision of Step Two.

Grievances arising out of a suspension without pay or a discharge shall be submitted directly to Step Two described in Section 2 herein. Should the Union elect to pursue such a grievance, the written grievance signed by the employee must be submitted to the Company President or designee within seven (7) working days of the effective date of the action. If a written grievance is not submitted to the Company President or designee within seven (7) working days of the effective date of the action, the right of the employee or Union to grieve the action is waived and no further action can be taken thereon. Such failure to act timely shall not set a precedent binding upon the Union or the Company for future grievances.

It is understood that a Union Official or Steward may file grievances on behalf of the Union's interest under this agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose of the application of a specific article and section of this agreement that has wide bargaining unit effect, the grievance may be filed by a Union Official on behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Steward on behalf of the group of employees.

(A) If the two parties' representatives are unable to reach a settlement; either party may request a list of qualified arbitrators from the United States Federal Mediation and Conciliation Service within thirty (30) calendar days of the written decision and notify the other party of such request. The request shall be for a list of seven (7) arbitrators. The Union and the Company shall alternately strike one name from such list (the right to strike the first name having been determined by lot) until only one name remains and that person shall be the arbitrator.

(B) It is understood that the time limits specified herein may be extended by mutual written agreement of the parties.

(C) The Company and the Union may mutually agree to combine the grievance of an employee and other similarly affected employee's in order to eliminate the need for multiple filings of grievances. If no other Agreement on this issue is reached, either party may request an Arbitrator to combine the grievances and the Arbitrator's decision is final.

(D) The Company and the Union may mutually agree in writing to waive any prior step of the grievance procedure and proceed directly to Step Two of the grievance procedure as it is described in Section 2 of this section.

(E) The Union shall have authority, with respect to any employee covered by this Agreement, to decline to process a grievance, complaint, or dispute if in the judgment of the Union such grievance or dispute lacks merit or justification under the terms and conditions of this Agreement, or has been adjusted or justified under the terms of the Agreement to the satisfaction of the Union.

(F) It is mutually agreed that should an employee be unavailable to sign a grievance form and deliver it to the Company within the time limits specified in Steps One and Two of the grievance procedure, the Union may forward the grievance unsigned.

(G) No employee shall be discharged, suspended or otherwise disciplined without just or sufficient cause.

Any employee, who had been discharged, or suspended, shall be granted an interview with his Union Official before he/she is required to leave the premises when practical.

In all cases involving discharge, demotion or other discipline, the employee involved and the Union Official shall be notified in writing of the action and the reason for such action.

### **Section 3 – Arbitration**

(A) The parties' representatives shall make the necessary arrangements to arbitrate the grievance. In the event the parties' representatives are unable to agree upon the issue, the arbitrator shall determine the issue.

(B) The arbitrator shall have the authority to determine, the rules of evidence and procedure and to adjourn or continue the hearing from time to time. All expenses incurred by the arbitrator including the fee and expenses which he authorized in connection with the arbitration, shall be shared equally by the parties. Costs incurred by the respective parties for their witness(es) shall be borne by the respective party.

(C) This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the land. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have the authority to interpret and apply the provisions of this agreement. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their case, together with oral arguments. The parties shall file post hearing briefs within thirty (30) days of the hearing. The thirty (30) day requirement may be extended by mutual agreement of the parties. Said decision shall be given not later than thirty (30) days after the date the post hearing briefs are received by the arbitrator. It is understood and agreed that a decision of the arbitrator made in accordance with the requirements hereof shall be final and binding on both parties and the employee(s).

(D) The parties will conduct arbitration cases at a location within twenty-five miles of Joint Base Andrews.

## **ARTICLE 4**

### **SENIORITY**

#### **Section 1 - Basis of Seniority and Establishment of Seniority Rights**

##### **(A) Probationary Period**

All employees shall be considered probationary employees for the first sixty (60) working days of active employment; may be extended by mutual agreement between the Parties. During this period, all new hires will be required to complete a union orientation not to exceed thirty (30) minutes in duration per session. Throughout this period, supervision will evaluate the probationary employee as to such factors as, but not limited to, work habits, willingness to accept varied work assignments and training, safety, productivity, quality of work, attendance, and ability to work with others. Upon completion of his/her probationary period, the employee will become a regular employee whose seniority will be retroactive to his/her first day of employment. Supervisory determinations as to retention, reassignment, or termination of probationary employees anytime during the sixty (60) working day probationary period are not subject to the Grievance and Arbitration Articles of this Agreement.

##### **(B) Seniority**

For employees covered by this Collective Bargaining Agreement, Seniority begins on the date the employee was hired by the Company or its predecessor company, at the specific site (JBA) covered by this CBA, in any job classification provided for in this Agreement representing all continuous service at the site since the inception of the service contract.

For employees hired after ratification of the agreement, Seniority begins upon the hire or transfer date to the site covered by this collective bargaining agreement.

When two (2) or more employees have the same seniority date, seniority will be determined by alphabetical order starting with the employee's last name, first name, and if necessary middle

name.

**(D) Re-entering the Bargaining Unit**

An employee who re-enters the bargaining unit within six (6) months from a position taken outside the bargaining unit but within the Company may return to the last classification held, provided a vacancy is open for that classification and he/she meets the definition of fully qualified as defined in Article 4, Section 2 and has sufficient bargaining unit seniority to return. For purposes of this paragraph, bargaining unit seniority does not accumulate while outside the bargaining unit.

(E) Seniority for vacation eligibility and benefit determination purposes will not be affected by Section 1(D) above. The employee's bargaining unit seniority would be frozen until such time as the employee returned to the bargaining unit within the six (6) month period contained in Section 1(D) above and would accumulate going forward from the date of return.

**Section 2 – Application of Seniority**

(A) Job openings/vacancies for all positions shall be awarded based on Seniority within classification and qualifications.

(B) CONUS TDY assignments shall be made on the basis of a rotating seniority list of volunteers within classification and qualifications. Any employee who had volunteered to be on the list who refuses, or cannot be contacted for such an assignment will be moved to the bottom of the list. In the event of insufficient volunteers assignments will be made in reverse seniority order among those qualified in the applicable classification(s).

**Section 3 – Layoffs and Recalls**

(A) When a reduction is required, the affected employee(s) and the Steward will be notified by the applicable supervisors ten (10) working days in advance of such a reduction.

(B) When a reduction is required in the Transient Alert Center, the least senior employee(s) in the classification to be reduced will be laid off first. Before hiring the Company will recall the most senior laid off Employee(s) to perform the work in areas from which laid off.

(C) As an exception to Section 4(c) of this Article 4, when an employee reports within five (5) days in response to recall that he or she cannot report to work within fifteen (15) days due to a temporary disability as documented by a Doctor's note, that employee will be permitted to report to work within thirty (30) days. During such delay, the Company may recall the next senior employee to perform the work. An employee who refuses such a temporary recall will still be eligible for recall as defined in this Article 4.

**Section 4 - Loss of Seniority**

Employees shall lose all seniority rights and employment shall cease for any of the following reasons:

- a. Resignation
- b. Discharge for just cause.



- c. Failure to report to work within fifteen (15) calendar days after recall from layoff.
- d. Absence due to layoff for twenty-four months.
- e. If the employee fails to return from a Company approved Leave of Absence, within 3 calendar days, unless extended by the Company President.
- f. If the employee gives a false reason for a Leave of Absence or engages in gainful employment with another employer during such leave.
- g. If any monetary settlement is made with an employee covering total disability.
- h. If an employee falsifies information on his/her application for employment. The falsity may become known at any time after the employee's date of hire.
- i. No call no show for work for three (3) consecutive scheduled workdays, unless extended by the Company President.
- j. Failure for any reason to secure a government clearance in accordance with Article 1, Section 7.
- k. Refusal to take a drug test directed by the Company, as required by Company Policy.

## **Section 5 -Seniority List & Seniority Rights**

### **(A) Seniority List**

The Company shall prepare and maintain a Seniority List by classification to record the seniority of each employee in the bargaining unit. This list will be made available at the work site. Bargaining Unit employees shall have access to the list. The Union Stewards shall each be provided an electronic copy of the Seniority List and shall be notified of all changes on a quarterly basis. Monthly, the Company shall provide a list to the Steward with the names of bargaining unit employees who have resigned, who are promoted outside of the bargaining unit and who have gone on a leave of absence. Each employee shall have the right to grieve any error in his/her seniority status. Any Company data including seniority list(s) that is stamped Proprietary, Confidential or Company Private, etc. furnished to the Union needs to be protected as Company proprietary information and cannot be given to outside third parties. Information provided to the Union shall not be duplicated.

**(B)** A laid off employee will continue to retain and accumulate seniority for thirty-six (36) months. After this thirty-six (36) month period, if the employee is not recalled, he/she will lose all seniority.

## **Section 6 - Job/ Vacancy Openings**

A Job Opening and a Vacancy shall be defined as a need for a person to fill a position that consists of days off, hours of work, crew assignment.

All job openings will be posted on a posting board in each area for five (5) working days.

The posted Job Opening/Vacancy will consist of the Job Description contained in this CBA along with the work center, crew, shift and Regular Days Off for the position.

Copies of all Job Opening/Vacancy will be given to a Steward.

Employees who apply for a position and are not selected will be given feedback why he or she was not selected by the hiring manager within one week after selection. A Steward will be notified of the selection of an employee for a Job Opening/Vacancy and given a list of those who applied and were not selected for the opening within a week after selection.

Any employee can apply for a Job Opening/Vacancy by completing an application form provided by the Company along with a current resume.

Any employee promoted will serve a forty-five (45) day probationary period during which time he or she may be removed from such a position for failure to meet performance requirements. Halfway through the probationary period, the promoted employee will be given a written evaluation of his / her progress in their new position. If at the end of the probationary period it is deemed that the employee cannot fulfill the position, an employee so removed will be returned to his or her previous position.

#### **Section 7 - Shop Steward/Executive Board Seniority**

To the extent permissible under Law, Shop Stewards and members of the Executive Board employed by the Company shall be given seniority over all employees whom they represent during a reduction-in-force, provided there is full time work in their classification. If there is not such full time work, the Company will assign such Employee to a position commensurate with his/her skills and experience.

If for any reason an employee ceases to hold one of the specified Union positions and, as a result, no longer has sufficient natural bargaining unit seniority to remain in the classification, the employee shall be transferred or subject to layoff in accordance with the seniority principles of this Agreement. The Union shall promptly notify the Company in writing when there is a change in the designation of Shop Stewards or members of Shop Committees.

#### **Section 8 – Severance Pay**

The Company will pay severance pay at the rate of 40 hours at the employee's regular rate for each full year of continuous service at MACCS-EASI JV1, LLC ("Severance Pay"). Severance Pay is paid only to eligible employees whose employment terminates because of layoff, which excludes any termination because of any expiration or termination of MACCS/EASI JV1, LLC's contract or task order for the provision of transient alert maintenance services in support of transient aircraft at Joint Base Andrews which expiration or termination is followed by a contractor other than MACCS/EASI JV1, LLC or an affiliate thereof succeeding MACCS/EASI JV1, LLC, as the provider of transient alert maintenance services in support of transient aircraft at Joint Base Andrews. To be eligible for Severance Pay under this Article 4 Section 8, an employee must have previously completed at least one full year of continuous service at the Company. Employees with less than one full year of continuous service are not entitled to Severance Pay. Severance Pay shall not exceed an amount equal to 80 hours times the employee's regular rate.

## **ARTICLE 5**

### **EMPLOYMENT CONDITIONS**

#### **Section 1 – Working Conditions**

##### **(A) General**

The Company agrees to maintain working conditions in all its operations and working establishments in accordance with applicable Federal Law and the applicable laws of the State, County and City of its place of operation.

##### **(B) Safety Rules and Regulations**

- 1) Employees shall be required to comply with all safety rules and regulations established by the Company and government agencies and to wear such protective clothing or use such safety equipment as may be required and furnished by the Company.
- 2) The Union may assign up to two (2) employees as members of the Site Program Safety Committee to participate in the meeting of the Safety Committee and to investigate employee health and safety concerns after notification to their Site Manager.
- 3) The Company shall provide emergency first aid kits in each tool room, or work center to care for the employees in case of injury.
- 4) The Company shall notify the applicable Union Steward of employee on the job injuries which occur in a work center within a reasonable amount of time after the injured employee notifies the Company.
- 5) No employee will be disciplined or threatened with discipline or will suffer any change in his/her working conditions as result of said employee bringing health or safety concerns to the attention of the Company, Union or Government Agencies.
- 6) No employee will be disciplined or threatened with discipline or will suffer any change to his/her working conditions as result of calling "Knock it Off".

##### **(C) Clothing and Safety Equipment**

As directed by the Company, no protective clothing and safety equipment will be utilized by the employee during his/her performance of jobs requiring such equipment unless first sanitized by the employee.

##### **(D) Acts of Sabotage**

Employees will use their best efforts to prevent any acts of sabotage or willful damage to Company property or employee property or materials. To that end, all employees will immediately report to their supervisor any acts of sabotage or willful damage to property or materials, or any threat to sabotage or willfully damaging such property.

##### **(E) Medical Examinations/Tests**

Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his/her job classification, such employee shall be required to take such medical examination as may be directed by the Company. The Company shall pay for such examination. The Company will select a board certified physician that will conduct the medical examination. In the event the Company requires a medical examination for the purposes of job requirement for non-probationary employees, the cost of the examination shall be borne by the Employer. When such an active employee loses time from his or her regularly scheduled work day to attend such an examination, that lost time will be paid. When a Company scheduled examination under this paragraph (E) is delayed, the employee will be provided work or pay in lieu thereof pending the receipt of the report of that examination which releases the employee to return to work.

All examinations related to employment, whether requested/directed by the Company, (Medical Exams, Respiratory Exams, Chest X-rays, Physical Exams, Hearing Tests, CDL License Testing, License Exams, Passport.) shall be at the Company's expense unless otherwise defined by the Company's new hire Offer Letter. The Company shall make provision for all exams to be taken during the employee's normal or adjusted hours of work. When available and not cost-restrictive, the Company will seek to have on-site testing or reimburse employees for travel required for testing.

(F) On-The-Job Injury

An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his scheduled work day and the day after the injury, unless compensable under Workers Compensation. If the employee's injury is serious enough to preclude his return to work, where necessary, the Company will immediately make available transportation for an injured employee to receive medical treatment.

The Company may make available light-duty work assignments during some/all periods of absence for an on-the-job injury. This potential offer is contingent upon: employee qualifications for the work assigned; light-duty work being available; and, the employee's medical restrictions allow the successful performance of the assigned work. The offer for light-duty assignment may be on a different shift. The decision to offer and the period of light-duty will be by the Company President and will not be subject to the grievance procedure.

(G) Employee Assistance

- 1) Employee assistance support related to substance abuse problems will be established at work sites based on duration of the contract, number of employees assigned to the site, and the availability of local resources.
- 2) The company will provide an Employee Assistance Program (EAP). Their number will be posted at each company work-site.
- 3) The EAP will provide contacts with local substance abuse counseling agencies and related organizations. The purpose of these contacts will be to obtain assistance in establishing local sources for counseling, education and training, and rehabilitation programs.
- 4) Employees seeking assistance will be assured that the strictest possible

confidentiality will be maintained at all times regarding their activities.

- 5) Employees who voluntarily admit to a drug/alcohol abuse problem will be granted leave without pay to participate in a rehabilitation program and shall be entitled to Short Term Disability Benefits during the leave period. A "Request for Leave Of Absence" form will be obtained through Management channels.

(H) Contract Office Representative (COR)/Quality Assurance (QA) Reports

The Company shall not discipline any employee as a result of Contract Office Representative (COR) or Quality Assurance reports without the Company investigating the report prior to the issuance of discipline. After receipt of the COR/QA final report (including appeal), the Company will finalize any investigation of the facts within five (5) business days and issue any just disciplinary action. The employee will be offered Union representation before any such discipline is issued.

(I) Medical Leave of Absence

Employees who are on a Medical Leave of Absence, MLOA, due to an on the job injury will not be terminated until after eighteen (18) months from last day worked. All other Medical Leaves of Absences will be six (6) months.

## **Section 2 –Training / New Technology**

(A) Hazardous Material Training

Training and certification for hazardous material handling will be accomplished in accordance with applicable State and Federal guidelines.

(B) New Technology

The Company and the Union agree that it is to their mutual benefit and sound economic and social goals to utilize the most efficient machines, processes, systems, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace.

In order that employees can better prepare themselves for the skill requirements of the future and in its fulfillment of its obligation to provide information to the Union, the Company will provide notification to the Union full-time Business Representative or his designee of the Company's plans for the introduction of new technology which may affect the employees. This notification will inform the Union of anticipated schedules of introduction of new technology, and will identify areas of skill impacts and any training programs, which may be associated with those impacts. The Union and its representatives will protect the confidentiality of Company sensitive and proprietary information disclosed in the notification. The Company will provide employees in the affected classification(s) in the bargaining unit the opportunity to volunteer for the training. If in its sole discretion the Company decides to provide training, the most senior employee in the applicable classification who volunteers will be selected for training.

(C) Training Assignments

When the Company requires training, the most senior volunteer in the applicable classification will be selected.

## (E) Work Assignments

No Employee will be required to work independently on an aircraft or on an aircraft system or on any other equipment or process on which he/she has not been properly trained as determined by his or her training records at the system level.

### Section 3 – Employee Records

Documentation of disciplinary action which has expired for the purposes of future progressive discipline as follows, will be removed from the employees' personnel file at Joint Base Andrews:

Memo for Record: six (6) months

Letter of Warning: twelve (12) months, if there is no additional offense within that twelve (12) month period.

Disciplinary Suspension: eighteen (18) months.

## ARTICLE 6

### EMPLOYEE PRIVILEGES

#### Section 1 – Vacations

##### A. Definitions

- 1) The term "seniority" as used in this Section, shall be the Seniority to which an employee is entitled under the provisions of Article 4 Section 1 of this Agreement.
- 2) Pay for each week of vacation for a full-time employee means pay for forty (40) hours at the employee's base rate of pay excluding shift differential.

##### B. Vacation

Employees covered by this agreement shall vest vacation credits on a semi-monthly basis for each creditable workweek based on their length of continuous service.

An employee may carry over vested paid vacation time off up to the maximum balance that is equal to the amount an employee can vest in the year after his or her last anniversary date in which the vacation accrued. Every effort will be made between the employee and his/her supervisor to schedule vacation time as to minimize the amount of carry over hours. In the event that vacation time cannot be scheduled, an employee will receive pay in lieu of paid time off for all vested paid vacation benefits that exceed the maximum that can be carried over.

Employees covered by this Agreement shall accrue leave as noted below:

Length of service	Accrual Rate	Annual Hours	Annual Days
(A) 0 – 48 months	4.66	112	14
(B) 49 months – 120 months)	6.66	160	20
(C) Over 120 months	8.66	208	26

For the purpose of this Article, length of service is defined as continuous service with the Company, wherever employed, and continuous service with the predecessor contractor(s) in the performance of similar work at Joint Base Andrews, MD.

For the length of service, an 'A' employee accrues vacation at the 4.66 hours rate per credited semi-monthly period from his/her hire date, "on the contract" without a break in service through four (4) full years; upon celebrating his/her actual anniversary date of **four (4)** full years of service, an employee becomes a 'B' level employee and begins to accrue at the 6.66 hours rate per credited semi-monthly period. Upon celebrating his/her actual anniversary date of **ten (10)** full years of service, an employee becomes a 'C' level employee and begins to accrue at the 8.66 hours rate per credited semi-monthly period.

### **C. Scheduling of Vacation**

- 1) The Company shall endeavor to honor vacation requests as scheduled. If a conflict exists prior to vacation approval, seniority shall govern, however mission requirements must be met. Once approved, vacation leave will not be bumped for seniority.
- 2) Earned vacation may be taken in consecutive weeks or in one (1) week increments, with forty-eight (48) hours of advance notice. Once an employee has submitted a vacation request, the supervisor shall notify the employee in writing within twenty-four (24) hours after submission of vacation request of the approval/disapproval of vacation. Requests for vacation of one (1) day or less may be requested the shift before the shift the employee intends to take the leave. Vacation requests of less than a full day may be requested during an employee's work shift, and will be approved or denied based upon operational needs. Up to seven (7) days of vested vacation (during a contract year) may be used to cover absence in one (1) day increments in each contract year provided the employee calls at least one hour in advance from the appropriate supervisor. An employee who uses such seven (7) of vacation will not be assessed points under the Time and Attendance Policy in Appendix C.

### **D. Vacation Benefits for an employee who terminates or is terminated, laid off, or who entered the Armed Forces.**

- 1) An employee who has vested vacation with pay which has not been used at the time he/she terminates, retires, is terminated, enters the Armed Forces, is laid off, or who dies shall receive such pay for such unused vacation as he/she has earned.

## **Section 2 - Military Reserve Training Leave**

- (A) An employee on the active payroll of the company who is required to engage annually in up to ten (10) days of military reserve training shall be granted a leave of absence for the period of "annual training" (annual training is not defined as the monthly commitment) and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for his normal ten (10) day work schedule. Normal, for the purposes of this section shall mean an eight- hour day work schedule for each day of training at the employee's rate of pay, excluding shift differential.

## **Section 3 - Bereavement Leave**

All employees shall be allowed time off, with pay, in the event of a death in their immediate family as follows:

(A) Four (4) workdays at the employee's base rate of pay, in the event of the death of the employee's father, mother, spouse, sister, brother, children, grandchildren, mother in law, father in law, daughter-in-law, son-in-law, and step relationships to include child, mother, father, brother or sister. "Children" includes a foster child who dies while placed in the employee's home by a State Agency. An unpaid leave of absence may be granted if the above four (4) days are insufficient.

(B) Three (3) workdays at the employee's base rate of pay, in the event of the death of the employee's brother-in-law, sister-in-law or grandparents, aunt, uncle. An unpaid leave of absence may be granted if the above three (3) days are insufficient.

(C) If a member is working an alternate work schedule; ten (10) or twelve (12) hour shifts, bereavement days will cover all hours of the scheduled work shift.

#### **Section 4 - Leaves of Absence**

(A) Leaves of absence up to thirty (30) days without pay may be granted at the sole discretion of the Site Manager. Leaves of absence greater than thirty (30) days for a period not to exceed ninety (90) calendar days without pay may be granted at the sole discretion of the Company President. A request for leave must be submitted on a Request for Leave of Absence form, and approved in writing by the Site Manager/Company President prior to the effective date of the leave. A copy of the approved or denied request must be given to the employee. In the event an employee protests the Site Manager's refusal to grant a leave of absence, the matter will be referred to the Company President, or his designee, for final determination. Only the Company President or his designee may extend a leave of absence.

(B) In the case of emergency such as death, serious illness, or injury of a member of the employee's family, a Leave Request may be processed without the employee's signature and subsequent to the employee's departure; however, such emergency leave must be promptly reported, approved by the Site Manager and forwarded to the Company President.

(C) For good and sufficient reason the Company may extend the period of the leave. The leave of absence, properly approved, shall not in any way jeopardize the employee's standing with the Company.

(D) Employees elected or selected to full-time jobs in the local Union or the International Union, which take them from their employment with the Company shall receive leave of absence, without pay, for a maximum of one (1) year.

(E) Leaves of absence without pay will be granted by the Company on two weeks written request of the Union to persons designated by the Union for Official Union business to attend conventions and/or educational training.

(F) The Company will comply with all applicable Federal posting requirements and responsibilities under the Family and Medical Leave Act.

(G) Extended military leaves of absence will be administered in accordance with the Uniformed



Member Employment Rights Act.

## **Section 5 – Holidays**

(A) Employees shall be granted the following holidays yearly during the life of the agreement:

New Year's Day  
Martin Luther King Jr. Birthday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Two (2) Floating Holidays

A Floating Holiday may be taken with seventy-two (72) hours of advanced notice. Once an employee has submitted a Floating Holiday request, the supervisor shall notify the employee within twenty-four (24) hours after submission of the Floating Holiday request of the approval/disapproval of the request.

In the event the Federal Government declares an additional Federal Holiday(s) in addition to the above Federal Holidays, such new Federal Holiday will be granted to the employees covered by this Agreement.

(B) Full pay for eight (8) hours at the employee base rate of pay excluding shift differential. Fringe benefits for all hours paid shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls or for any day for which holiday pay is due under this Article.

(C) In order to be eligible for holiday pay, an employee must have worked or have been on a vacation or authorized paid leave the last workday before or the first workday after the holiday; except that when the holiday falls on the day before employment or the day after termination, the employee shall not receive holiday pay.

(D) Should any the above-named holiday fall on a Saturday or Sunday, the day observed by the Federal Government shall be considered the holiday. Should any of the above-named holiday fall on an employee's regularly scheduled day off, the holiday may be observed on the last day prior to, or the first day following the employees day off. In the event the holiday falls on the employee's scheduled workday the employee may:

- (a) Move the holiday to the week before or the week after his normally scheduled days off,  
or
- (b) Take off the actual day of the holiday

On weeks containing regular Holidays, Management will provide the employees an opportunity to earn the full straight time pay for that week less the hours paid for that Holiday.

(E) The Company reserves the right to require employees covered in this Agreement to perform

work on holidays or reschedule holidays in order to meet contractual requirements. When such work is required, employees selected shall be given as much advanced notice as possible.

Any employee required to work on any of the above holidays will be paid for hours worked at the rate of one-and-one-half times (1 ½) his normal straight time rate plus the eight (8) hours straight time for the holiday.

(F) If one or more of the above holidays occurs while an employee is on an authorized vacation, holiday pay will be substituted for a vacation day.

## **Section 6 - Rest and Lunch Periods**

(A) Unpaid lunch periods of at least thirty (30) minutes and no greater than one (1) hour will be established by the Site Manager.

## **Section 7 - Jury Duty**

(A) When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, or to serve as a witness at the request of the Company, he shall be paid for those hours for which he is absent from their regular work shift, less the fee or other compensation paid him with respect to such jury duty. Employees assigned to shifts other than the day shift shall be considered as assigned to the day shift for the purpose of administering this Article. In order to receive pay under this section, work for such reason during his normal 8-hour work day or normal 5-day work week the employee must deliver to the Site Manager the summons calling him for such duty within three (3) working days after it is received by him.

(B) Pay for such work time lost shall be computed at the employee's base rate of pay and flexible benefit credit but excluding shift differential pay, at the time of absence. In no case will payment be made for jury duty performed on the sixth or seventh day of an employee's standard workweek or for hours in excess of the employee's regular scheduled work shift.

(C) An employee must promptly notify his Site Manager of any notice the employee receives to report for jury duty and must provide the Company with a statement filed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, and the compensation paid, excluding transportation allowance. Certification from the court clerk must be obtained and turned into the payroll section for all dates the employee is required to appear.

In no event shall payment under this Article be paid to an employee who is on non-compensatory or approved time off.

## **Section 8 - Employee Benefits**

The benefits provided and/or offered to employees covered by this Agreement are detailed in Appendix B, Benefits, of this Agreement.

## **Section 9 – Paid Sick Leave**

(A) Effective September 1, 2020, all employees shall accrue up to 56 hours of sick leave per calendar year, at the rate of two hours, twenty minutes per pay period ("Paid Sick Leave"). Any previously accrued sick leave, prior to August 31, 2020, will be carried over into the new September

1, 2020, contract year, however employees are permitted to carry over only 56 hours to the calendar year that begins January 1, 2021. Paid Sick Leave shall carry over from one accrual year to the next, and the number of hours of Paid Sick Leave carried over from one accrual year to the next shall not exceed 56 hours. The amount of Paid Sick Leave an employee is permitted to have available for use at any point shall not exceed 112 hours. Paid Sick Leave shall be used for no purpose other than the purposes provided in 29 C.F.R. § 13.5(c)(1), may be administered by the Company in its discretion in a manner consistent with Executive Order 13706, and shall have no cash value. There will be no pay-out of paid sick leave if the employee is terminated or resigns from the Company or in the event the Company loses the contract.

(B) The parties intend and agree that, notwithstanding anything to the contrary in this Agreement, (1) the Company may credit Paid Sick Leave towards any obligations that the Company may have to provide paid sick leave (which also includes "safe" leave) under Executive Order 13706, and (2) the Company may administer Paid Sick Leave so that it may be credited towards any such obligations. The parties intend and acknowledge that Paid Sick Leave shall be the only paid sick leave (which includes "safe" leave) that the Company shall be obligated to provide.

(C) The parties intend and agree that, notwithstanding anything to the contrary in this Agreement, (1) the Company may credit Paid Sick Leave and paid vacation time off in Article 6, Section 1 (referred to in this Section 9 as "Vacation PTO") towards any obligations that the Company may have to provide paid sick leave (which also includes "safe" leave) under any applicable state, federal, or local laws other than Executive Order 13706, and/or under any Company agreement with the Government and (2) the Company may administer Paid Sick Leave and Vacation PTO so that they may be credited towards any such obligations.

## **ARTICLE 7**

### **PAY PROVISIONS**

#### **Section 1- Wages**

(A) Definitions:

An employee's "base rate", for purpose of this Agreement, shall be the straight time hourly rate of pay applicable to that employee's classification provided for in Appendix A.

#### **Section 2 – Overtime**

(A) The Company reserves the right to require employees covered in this Agreement to perform overtime work in order to meet contractual requirements. When such overtime is required employees selected shall be given as much advance notice as possible.

(B) An employee will work no overtime unless the proper supervisory personnel of the Company have authorized it in writing.

(C) When overtime is assigned, employees will be compensated at a rate of one and one half (1½) times their regular rate for all hours worked or traveled in excess of forty (40) hours in

their normal pay week, computed on an actual minute basis and adjusted to the nearest tenth of an hour.

- (D) Overtime shall be subject to policies established for the Work Center. The parties shall establish overtime policies while keeping the intent of fairness in the distribution to qualified personnel. Employees offered or directed overtime will be documented and the opportunity in and of itself will satisfy requirements for equalization of overtime.
- (E) For the purpose of this Section, hours worked includes paid vacation, paid holidays, and paid travel time.
- (F) Overtime pay will be computed at the employee's base rate of pay including shift differential.
- (G) When an employee is scheduled for work on his/her regularly scheduled day off, and such work is cancelled, the employee will receive three hours pay at the employee's base rate of pay.

### **Section 3 – Hours and Days of Work**

- (A) The purpose of this article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of work for any period.
- (B) The standard workday will consist of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours (the calendar day).
- (C) The pay week shall begin at 0001 hours on Friday and end at 2400 hours Thursday except for mid-shift. In the event the Company changes the pay week, the Company will provide its employees and the Union with thirty (30) days' notice.
- (D) Forty (40) hours shall constitute the normal week. However, the Company reserves the right to engage, alter, or rotate personnel to work forty (40) hours other than those constituting the normal work week for the purpose of seven (7) day coverage.
- (E) Flex Time. The parties agree that work schedules may need to be temporarily altered to meet the needs of employees from time to time. To accommodate absences that are anticipated, an employee may request to alter his/her regularly scheduled hours of work within a workweek. For example, an employee may plan to work two extra hours on Monday in order to leave two hours early for a personal commitment on Tuesday. Work schedule modifications may only occur with notification and approval of the respective supervisor. However, in the event of a bonafide emergency, the employee will notify a Lead that he/she has to leave immediately. The employee will later notify management as-soon-as possible of the immediate need for leaving and expected return.

### **Section 4 - Pay Period**

- (A) Pay checks shall be issued to employees within fifteen (15) days after the last day of the pay period and shall represent the earnings of the employee from the first (1<sup>st</sup>) day of the month through the fifteenth (15<sup>th</sup>) day of the month or from the sixteenth (16<sup>th</sup>) day of the month through the end of the month.
- (B) Except for the first payday under this Agreement, payday will customarily be on the fifteenth

(15<sup>th</sup>) day of the month and the thirtieth (30<sup>th</sup>) day of the month, and if a pay day falls on a weekend or a holiday, then the pay checks will be issued on the business day that immediately precedes the weekend day or holiday. The first payday for the pay period starting on December 1, 2017, and ending December 15, 2017, shall be December 22, 2017.

- (C) In the event the Company accounting department changes pay periods, the Company will provide the Union and its employees a thirty (30) day notice of such a change.

## **Section 5 - Promotional Increases**

When an employee is promoted to a higher paying job classification, his/her base rate will be adjusted to the base rate shown in Appendix A on the date the employee begins work on the new job.

## **Section 6 - Temporary Promotions**

Employees who are temporarily promoted to a higher paid job classification will have his/her base rate adjusted to the rate of pay in effect for the higher paid job for all time spent working in said classification.

## **Section 7 - Report Time and Call-Back Time**

An employee reporting for work in the absence of notice not to report, or an employee called in to work on one of his scheduled days off, or an employee who is recalled after completing a day's assignment and has clocked out and left the facility, shall receive not less than three (3) hours pay at the straight time rate of pay except in cases of emergency beyond the Company's control considered to be Acts of God.

An employee who is contacted outside of normal hours by a Supervisor or his/her designated representative to answer a work related question will be paid a minimum of thirty (30) minutes and for one (1) hour if the call exceeds thirty (30) minutes.

## **Section 8 - Uniforms and Tools.**

(A) The Company will provide uniforms (7 shirts and 7 pants, 2 jackets (light and heavy) and coveralls (as required for selected individuals) for all employees per contract year, as needed. Also, the Company will provide reimbursement for a safety boot/shoe allowance of one hundred seventy-five dollars (\$175.00) per contract year (1 September-31 August) for the length of this Agreement. The employee must provide proof of purchase to the Site Manager to obtain the allowed reimbursement. If allowance is not used for the purchase of boots/shoes, the employee may elect to purchase rain gear, and be reimbursed as long as a receipt is provided to the company. The employee shall be reimbursed up to the yearly allowance provided by the contract. As long as the total amount of the employee's purchases are less than the contract year maximum, the employee may purchase additional boots/raingear during the contract year up to the yearly maximum.

(B) The Company will provide all work tools required to perform work under this contract. Tools other than Company provided are not authorized in accordance with Customer Policy and Regulations and are strictly prohibited.

## **Section 9 - Temporary Duty Assignments (TDY)**

(A) Employees who are temporarily assigned away from the site, to which they are permanently assigned to perform work for the Company, will have their transportation provided for by the Company. Such employees will be reimbursed for travel expenses in accordance with the Joint Travel Regulations provided the employee complies with said regulations. The Joint Travel Regulations will be made available to the Union upon request. The Company will pay any additional cost for lodging above the rates listed in the JTR, if the employee has obtained approval from the Site Manager prior to incurring such expense.

(B) 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.

(C) Employees on TDY assignment will be paid their normal classification rate.

## **Section 10 - On-Call Pay**

When employees are required to be available to respond to any means of communication, (i.e. pagers, cell phones, etc.), for call-in duty they shall be deemed to be "On-Call" and shall receive "On-Call" pay of two dollars seventy-five cents (\$2.75) per hour for all hours when employees are required to be available to respond to any form of communications for call-in duty. On-Call duty shall be determined by rotation. On-Call pay shall not be paid for hours actually worked.

## **Section 11 - Effective Date of Economic Improvements**

All first year economic improvements in this agreement are effective as provided herein.

# **ARTICLE 8**

## **JOB DESCRIPTION**

### **Section 1 - Application of Job Descriptions**

(A) The job description included in Appendix E describe typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements do not fit all specific individual work assignments, and the description when written was stated so as to be broad enough to include all variations of work in the classifications.

(B) The Company shall notify the Union of its intention to create a new job which is not now covered under this Agreement or to revise an existing classification. Said notice shall be given to the Union in advance of the implementation of such new job or revision of an existing classification provided operational requirements permit. The wage rate for such new or revised job classification shall be established by mutual agreement. Operations shall not be delayed through failure to immediately agree upon a wage rate applicable to such job classification. In the event the parties fail to come to an agreement on the wage rate of a new job, the matter shall be submitted to binding arbitration under the applicable article of this Agreement and the Arbitrator shall have the authority

to establish the rate of pay for any new job classification challenged under this Article.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

#### **Section 1 – Management of the Business    Right to Manage**

The management of the business of the Employer and the direction of its employees are the exclusive responsibilities of the Employer and that this inherent right is understood and agreed upon by the Union. The Employer reserves and retains the right to exercise solely and ultimately all its inherent management rights. The sole and exclusive rights of the Employer include but are not limited to the following. All inherent managerial prerogatives reserved by Law to the Employer; to be the sole judge of when work output shall be increased or decreased and to determine standards of productivity and to make time studies. The Employer retains the right to select and direct its workforce; to hire, to set and enforce Company Policy, classify and reclassify positions, reassign, transfer, promote, demote, discipline, suspend without pay or discharge with just cause; layoff, train, recognize and reward performance; the unilateral right to determine the number of hours of each shift or shifts to be worked; the unilateral right to establish and/or change work schedules, work shifts, and assignments for each shifts; to fix or change the work week, the work day, the number of hours of work and the number of shifts; the sole right to assign employees and/or jobs from one 'work center' to another, or one classification to another; to relieve employees from duty for lack of work and what it may deem other legitimate reasons; to study, or introduce new, or changed methods of providing service to its customers; to determine qualifications for promotions or demotion; to unilaterally install any security equipment or employee monitoring equipment; the sole right to determine and re-determine job content and/or job duties; to unilaterally determine an employee's fitness for duty through drug testing; to expand, reduce, confine, or shut down any operation or service or method of service whatever may be the effect on employment; the unilateral right to make and enforce new rules and regulations and change existing rules, regulations and working conditions as the Employer deems necessary for the purpose of maintaining order, safety and health; to take such other measures as are necessary to the orderly efficient and economical operation of its business.

The Employer retains the sole right to determine the extent, means and methods of operations, to determine how many employees are needed and on what operations or jobs they shall work. The Employer shall also have the unilateral right to discontinue, change or combine existing departments; the unilateral right to sub-contract out work performed by any department or departments; or to create new departments or provide new services whatever may be the effect on employment; the right to introduce new, changed or improved services and methods of service and the sole right to determine the facts of when a job or jobs may be added or deleted in whole or part, and when they shall cease or whether they shall be filled temporarily or permanently or staffed by temporary or permanent employees.

The parties to this Agreement hereby recognize the Company's obligations in its contracts with the Government and nothing in this Agreement shall prevent the Company from fulfilling all its contractual obligations whatever may be the effect on employment.

The Company retains any rights, power and authority not covered in this Agreement.

## **Section 2 – Subcontracting**

The Company has the unilateral right to subcontract out work that it is required to perform under its contract(s) with its customer(s) whatever may be the effect on employment. The employees do not have the right to grieve Subcontracting issues through the Grievance and Arbitration provisions contained in this Agreement.

The Union recognizes that the government may at its sole discretion perform any/all of the work performed by the Company if it so chooses direct the work to other contractors instead of the Company, direct the Company to use another Company to perform work under its contract(s), or direct the Company to take action with regard to one or more employees performing the work required under its contract (s) whatever may be the effect on employment. In such cases, the employees do not have the right to grieve through the Grievance and Arbitration provisions contained in this Agreement.

## **ARTICLE 10**

### **SUBSTANCE ABUSE**

The Company and the Union are committed to providing employees with a drug and alcohol-free workplace. It is our mutual goal to protect the health and safety of employees and to promote a productive workplace. Consistent with this goal the use, possession, distribution and/or sale of drugs, drug paraphernalia and/or alcohol is prohibited.

The Company and the Union agree to comply with and support all Department of Defense contractor regulations/requirements and Appendix F of this Agreement for all employee covered by this Agreement.

[Remainder of page intentionally left blank]



FOR THE COMPANY

  
\_\_\_\_\_  
John D. McFarling  
President

Aug-22-2023  
Date

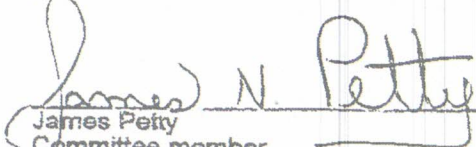
FOR THE UNION:

  
\_\_\_\_\_  
Mark M. Duval  
Business Representative, DL#4

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brandy Nobbs  
Committee member

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
James Petty  
Committee member

Aug-22-2023  
Date

## APPENDIX A

### CLASSIFICATION AND RATES OF PAY

Increases effective 9/1/2023; 9/1/2024; 9/1/2025.

Base Hourly Rates	9/1/2023	9/1/2024	9/1/2025
Transient Alert Mechanic	\$41.86	\$43.95	\$46.15

Any employee assigned to the second shift shall receive **\$0.70/hr** shift differential in addition to the base rate of pay. Any employee assigned to the third shift shall receive **\$1.00/hr** p/hr shift differential in addition to the base rate of pay.

When such assignments are made by the Company per Article 4, Section 5 of the CBA, Lead Transient Aircraft Mechanics will be expected to lead, organize and coordinate daily work activities in the work center. Senior Transient Alert Mechanics are expected to have skills and perform at a level significantly above the Transient Alert Mechanic assigned within their work center and coordinate daily activities of such Transient Alert Mechanics. Lead and Senior pay is established by the Company in each work center. Lead pay will be ten percent (10%) above those Transient Alert Mechanics assigned. Senior pay will be four percent (4%) above those assigned.

## **APPENDIX B**

### **EMPLOYEE BENEFITS**

#### **Section 1 – Insurance and Cash Subsidy**

(A) The Company will furnish the following group insurances at no cost to the employee. Employees are automatically enrolled:

- (i) Life insurance in the amount of one (1) times the employee's annual salary (calculated by multiplying the base hourly rate of pay in Appendix A by 2,080 hours).
- (ii) Personal Accident insurance in the amount of one (1) times the employee's annual (calculated by multiplying the base hourly wage rate of pay in Appendix A by 2,080 hours).
- (iii) Short-Term Disability insurance at sixty (60%) percent of base pay; up to a maximum of \$1,000/wk.

(B) An employee may purchase and will pay one hundred percent (100%) of the premiums of the following group insurances:

- (i) Dental Insurance
- (ii) Vision Insurance
- (iii) The employee has the option, at his or her sole expense, of "buying- up" on the Short-Term Disability insurance to seventy-five (75%) percent of base pay; with no weekly maximum.

(C) In lieu of providing other benefits, such as medical insurance, or making any contributions thereto, the Company shall pay each employee a semi-monthly cash subsidy on the following terms:

- (i) Unless as otherwise specified in Section 1(C)(ii) immediately below, the cash subsidy shall be \$676.00 per semi-monthly pay period (less applicable tax and withholding), which is calculated by multiplying a rate of \$7.80 by 86.667 hours, which is the average number of work hours per semi-monthly pay period.
- (ii) If an employee purchases and maintains a health insurance policy covering himself or herself, his or her spouse, and his or her children, the cash subsidy shall be \$767.00 (less applicable tax and withholding) per semi-monthly pay period (instead of the \$676.00 subsidy under Section (1)(C)(i)), which is calculated by multiplying a rate of \$8.85 by 86.667 hours. To receive this cash subsidy, the employee must provide proof of the purchased health insurance policy covering himself, his or her spouse, and his or her children. If coverage under such policy ends and/or either the employee, his or her spouse, or his or her children become no longer covered by such policy, the employee must notify the Company in writing. Failure to comply with this notification requirement may result in, without limitation, the employee paying back the Company for any cash subsidy paid under this Section 1(C)(ii)

while such employee was ineligible to receive it.

- (iii) In order to receive the cash subsidy for a semi-monthly pay period in this Section 1(C) or any portion thereof, an employee must work and/or be paid for a minimum of forty three (43) hours for that semi-monthly pay period. An employee who does not work or is not paid for a minimum of forty three (43) hours during a semi-monthly pay period is ineligible to receive the cash subsidy or any portion thereof for that semi-monthly pay period.

## **Section 2 – I.A.M. National Pension Plan**

- (A) The Company and the Union agree that they previously selected and adopted the Preferred Schedule under the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the “Rehabilitation Plan”). The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each day/hour or portion thereof to a maximum of forty (40) hours per work week for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

**\$4.20 per hour effective September 1, 2023.**

Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer’s contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect. Additional Employer contributions will be rounded to the nearest cent as follows: When rounding, one ½ cent and greater will be rounded up, less than ½ cent will be rounded down.

- (B) The Company shall continue contributions based on a forty (40) hour workweek while an employee is off work in pay status due to paid vacations or paid holidays.
- (C) Contributions for a new, temporary, probationary, part-time and full-time employee shall be payable from the first day of employment.
- (D) The Union and Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- (E) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- (F) This Article contains the entire Agreement between the parties regarding pension and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the Pension Fund

## APPENDIX C

### ATTENDANCE POLICY

The Policy utilizes a six (6) month rolling calendar. Points are assessed as follows:

Tardy/Early Quit*	=	1 point
Late**	=	2 points
Absence	=	3 points
No Call/ No Show***	=	4 points

When an employee has accumulated the following points, he/she will receive:

6 points	=	Verbal Warning
9 points	=	Written Warning
12 points	=	Suspension 1 day (without pay)
15 points	=	Suspension 3 days (without pay)
17 points	=	Termination

Accountable Absences:

Personal Reasons Off The Job Injury Family Illness

Non-Accountable Absences

Personal Illness – Provided a Doctor's note is provided on the first day returning to work which documents that the employee was too ill to work for all days of such personal illness.

Absences Approved for Family & Medical Leave (FMLA)

Bereavement

On Job Injury

Jury Duty

Approved Time Off

Vacations

Holidays

Natural Disaster

Traffic Jam which can be documented by the employee to have delayed an employee by more than one (1) hour.

Medical Emergency\*\*\*\*\*

\* Tardy = Not being at his/her workstation ready to begin work within one (1) minute of the appointed start time. Including returning from lunch and breaks.

\*\* Late = More than ½ of scheduled hours. One (1) point will be assessed when an employee leaves work without prior approval and does not complete his/her shift. Two (2) points will be assessed if an employee does not complete one-half of his/her scheduled hours including mandatory overtime.

\*\*\* No Call = Failure to notify your supervisor within thirty (30) minutes prior to start time. When an employee is absent for three (3) consecutive days without calling he/she will be considered to have abandoned their job and will indicate a voluntary termination.

\*\*\*\*\* Medical Emergency = Hospitalization to include the immediate family member(s) of the

employee. Immediate family members are defined as father, mother, husband, wife, brother, sister, son or daughter. A written notice from the attending physician is required.

\*\*\*\*\* Employee's tardy solely because of being verifiably delayed at the gates by the military, will not be counted as tardy, and will be allowed to complete the hours of their scheduled work shift.

One (1) point shall be deducted from an employee's total points for every calendar month of perfect attendance. For the purposes of this provision perfect attendance is defined as a calendar month without any attendance points being assessed to an employee.

## **APPENDIX D**

### **INCLEMENT WEATHER POLICY**

#### **1.0 PURPOSE**

MACCS/EASI JV1, LLC ( t h e “ C o m p a n y ” ) is under contract to provide transient alert maintenance services in support of transient aircraft at Joint Base Andrews. The contract requirement of our customer is that this service will be provided 24/7 regardless of weather conditions or emergency civil situations. All contractor services performed under this contract have been identified as essential contractor services in support of mission essential functions and therefore all personnel are considered mission essential. During a natural or civil emergency situation, personnel scheduled for work may be unable to report for work during their assigned shift. In order to ensure that the Company is able to provide services in the event of a weather emergency, natural or civil disaster a policy must be put in place. This policy is written to provide fundamental support to maintain operations during an emergency situation. During a major emergency or disaster, the Management Team will rely on effective communication between the Company, the 89th AW, 11WG and other corresponding Operations Centers in developing situation dependant plans to support continued flight operations at Joint Base Andrews.

This policy must be known and understood before an emergency occurs . The Site Manager should take steps to:

- Share this important safety information with employees annually
- Brief all new personnel
- Keep multiple copies of the policy in an accessible location at the Work Center
- Ensure that managers review the policy quarterly

The Company President or his designee will be responsible for making the determination when to implement this policy.

#### **2.0 APPLICABILITY**

This policy is applicable to MACCS/EASI JV1, LLC, personnel at Joint Base Andrews. Employees who cannot report to work after a State declares a state of emergency will not be assessed time and attendance points. An employee who reports to work in the event of a base closure or State declared emergency will be provided with eight (8) hours of work on his or her regularly assigned shift. In the event that the Company is prevented from assigning work to employees covered by this agreement as the result of a base closure or State declared emergency, such time off shall be paid up to three (3) occurrences per calendar year

#### **3.0 CORE PROCESS**

72 hours prior to a known weather event the Site Manager will meet with IAM Union representatives to ascertain the number of personnel required to maintain mission coverage to include workload of non flying aircraft ; special certifications will also be discussed and the number of personnel with those certifications required for the event. 24 hours prior to an event the Site Manager/Company President or his designee will jointly make the decision whether to

implement this policy and will reconvene Management and IAM representatives to begin implementation. Upon activation of this policy the Company President or his designee will coordinate with the 89<sup>th</sup> M X G /CC to authorize Company personnel lodging at the Joint Base Andrews Temporary Lodging Facility (TLF) or alternative lodging should TLF be full. Once the authorization is received it will be confirmed that rooms at Joint Base Andrews TLF are reserved; the number of rooms reserved will be for the number of personnel who are scheduled to work during the event. The Company President and/or his designee will also coordinate with 89<sup>th</sup> MX G /CC to insure availability of the base dining facility for Company scheduled personnel will be paid for only the hours that they are at the job site and not for time spent in TLF; if the weather is so severe that the individuals cannot get to the work site either in their POV (should make every effort) or the Pro Super cannot get them from lodging to the work site in the 4 wheel drive company vehicles, the company will determine pay status of individuals not able to get to work from company assigned lodging based on the severity of weather conditions and the details/facts for not being able to get to the worksite. Personnel working during the event will work on 12 hour shifts, start and end times to be determined dependent on time the policy is implemented. All personnel determined to be part of the working team for the event MUST stay in the lodging provided until the Company President and/or his designee releases them back to normal shifts when the event is terminated. Personnel scheduled to work during the event MUST report for work as scheduled or will receive appropriate disciplinary action(s). If the Company cannot provide lodging at the Joint Base Andrews temporary lodging facility (TLF) or an alternative lodging (Hotel) the Company agrees to pay each employee who is scheduled to work the event twelve (12) hours at a rate of two times (2X) their base rate of pay plus per-diem for each day of the event.

- 3.1 All other personnel NOT to have been placed on the team scheduled to work through the event will have the option to report to work as normally scheduled or stay home and take LWOP or vacation if they have the vacation on the books to take but must call their Site Manager at a minimum of 24 hours prior to the event to inform them of what they opt to do. Any employee who reports to work before or during a base closure or State declared emergency will be offered quarters at Company expense if the employee considers it unsafe to travel home.

#### **4.0 ROLES & RESPONSIBILITIES**

The Company President and/ or his designee will implement this policy jointly with the Site Manager; and upon activation of this policy will coordinate with the 89<sup>th</sup> MXG/CC to authorize Company personnel lodging at the Joint Base Andrews Temporary Lodging Facility (TLF) or alternative lodging should TLF be full. Once the authorization is received it will be confirmed that rooms at the Joint Base Andrews TLF are reserved. The Company President and/or his designee will also coordinate with 89<sup>th</sup> MXG/CC to ensure availability of the base dining facility for the Company. The Company President will determine when operations under this policy will cease.

- 4.1 The Site Manager will have the list of their personnel that will be working during the event and where each person will be staying in lodging as well as notify SAM4 that the plan has been implemented and will serve as the focal point for the event. As soon as possible after the operations return to normal the Site Manager will begin a timely and comprehensive assessment of the effectiveness of the Inclement weather Policy with the team of event personnel. Utilize lessons learned, what worked, what didn't work to revise and improve operations under this policy and then brief the Company President and/or his designee on their findings and suggested amendments to get concurrence before amending this policy.



## APPENDIX E

### JOB DESCRIPTION

**POSITION TITLE:** Transient Alert Mechanic

**WORKCENTER:** Transient Alert

**SUPERVISOR:** Site Manager

#### **DUTIES AND RESPONSIBILITIES:**

Assists aircrew in aircraft maintenance requirements to include the preparation for flight. Launches, recovers aircraft as required. Performs LOX/GOX servicing. Assists aircrew in fuel and refuel fire guard. Performs towing and deicing services. Operates all associated ground support equipment and uses hand tools, special tools, and fixtures applicable to aircraft. Performs intake and exhaust inspections, thru flight inspections and engine Joint Oil Analysis Program (JOAPS). Performs all tasks associated with ground movement of aircraft. Practices good housekeeping, tool control, FOD awareness/prevention and safety at all times. Perform other duties related to the occupational field as assigned to include TDY, and travel. Must be able to work day shift, swing shift, and/or weekend shift as required.

#### **QUALIFICATIONS:**

A minimum of two years working knowledge of aircraft maintenance operations is required. Knowledge of the use of aircraft hand tools, special tools, and test equipment is required. Must have a working knowledge of aircraft safety requirements and know how to operate portable fire fighting equipment. An FAA Airframe Certificate may be required. The ability to read, interpret, and comprehend technical publications is required. **Occasional lifting of objects weighing up to 50 pounds is required.** Must be able to obtain and maintain a secret security clearance and flightline driver's license.

## **APPENDIX F DRUG FREE WORKFORCE**

1. In order to implement and maintain a drug/alcohol-free workplace, medically approved drug and alcohol screen tests will be accomplished under the following circumstances:

a) Post-Accident/Incident – An employee involved in an accident or incident will be drug and/or alcohol tested. An accident or incident is defined as resulting in injury to personnel and/or damage to property and/or equipment. No employee will be permitted to drive to a post- accident drug/alcohol test.

b) Other testing as required by government contracts and/or rules and regulations of federal government agencies will be conducted under applicable terms and conditions.

2. Employees are expected to cooperate fully during a drug and alcohol tests. Refusal of a test, refusal to sign the consent form or testing positive will result in disciplinary action up to and including termination. The employee will be advised that the drug and alcohol test are mandatory, not voluntary. The employees will sign the Company's Drug Testing consent form prior to testing.

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. Tests conducted at other facilities will not be acceptable. Any test sample result that comes back positive will be re-tested to verify the accuracy of the results. The employee testing positive may, at his/her expense, request a re-test of the same sample at a second laboratory approved by the Company. Should the second test conflict with the first, a third laboratory selected and paid for by the Company will test the sample. Results of the third laboratory will be final.

Test results will be held in strictest confidence and will be revealed only to management and human resources staff on a strict need-to-know basis.

Under no circumstances will an employee suspected of being under the influence of alcohol or an illegal drug be permitted to operate a vehicle. An employee who is required to take a post- accident drug/alcohol test will be provided transportation home after the test.

3. Where employees are found to have tested positive on a drug test for post- accident/incident, the employee will immediately be terminated.

Such a terminated employee is eligible to use the Company's EAP.

Employees testing at a BAC of .02 to .039 will result in the employee being sent home (but not allowed to drive a motor vehicle) and suspended without pay for a period of three (3) days after the date of the test.

Employees testing at a BAC of .04 to .079 will immediately be suspended without pay. The employee will be given the option of attending a Company approved rehabilitation program or termination of employment. Employees testing at a BAC of .08 and above, will be terminated.

If the employee who tested positive for alcohol with a BAC of .04 to .079 elects to participate in a Company approved rehabilitation program at the employee's own expense, the employee will be granted a thirty (30) day leave of absence without pay to attend such a program . The length of leave may be extended up to an additional thirty (30) days upon the recommendation of a rehabilitation counselor or physician. It is understood that under certain individual circumstances that the full thirty (30) days to attend a Company approved rehabilitation program may not be required by the rehabilitation center. Upon the successful completion of the rehabilitation, the employee will be subject to an added fifteen (15) day suspension without pay.

An employee who has tested positive for alcohol and successfully completed a rehabilitation program and returned to work must agree to be subject to unannounced testing at the Company's discretion for a period of one year. If an employee tests positive in a subsequent drug/alcohol test following rehabilitation, their employment will be terminated without recourse. Upon initial screening if test indicates positive, the sample will be confirmed by GC/MS.

4. Employees who voluntarily admit to a drug/alcohol abuse problem prior to apprehension, arrest or charge of substance abuse or a positive test result may be granted up to thirty (30) days leave without pay to participate in a rehabilitation program. These employees may avail themselves of the Company's Employee Assistance Program. Management approval will be obtained by use of a "Request for Leave Of Absence" form. This leave without pay will be granted only if the employee also agrees to participate in a voluntary drug testing program after returning to work . A positive test will subject the employee to immediate dismissal. The leave will be granted only once during an individual's employment with the Company.

5. In compliance with the Omnibus Drug Bill, employees are required to notify the Company of any drug abuse conviction within five (5) days after such conviction. In turn, the Company is required from the employee or from some other source. Failure of an employee to provide the required notice within the specified time frame will subject the individual to immediate termination.

If an employee receiving a drug abuse conviction has a security clearance, it will be cancelled immediately and an adverse information report will be sent to DISCO as required by the DoD industrial security manual.